

BUENA LAGO

**COMMUNITY DEVELOPMENT
DISTRICT**

September 19, 2024

BOARD OF SUPERVISORS

PUBLIC HEARINGS

AND REGULAR

MEETING AGENDA

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Buena Lago Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

September 12, 2024

Board of Supervisors
Buena Lago Community Development District

Dear Board Members:

The Board of Supervisors of the Buena Lago Community Development District will hold Public Hearings and a Regular Meeting on September 19, 2024 at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Ayden Williams; Seat 2
4. Consider Appointment to Fill Unexpired Term of Seat 2; *Term Expires November 2026*
 - Administration of Oath of Office (*the following will be provided in a separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2024-15, Electing and Removing Officers of the District and Providing for an Effective Date
6. Public Hearing to Consider the Adoption of the Fiscal Year 2024/2025 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2024-16, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

7. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2024-17, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
8. Consideration of Fiscal Year 2025 Deficit Funding Agreement
9. Consideration of Irrigation Ownership
 - A. Bills of Sale and Limited Assignment [Irrigation Improvements]
 - I. Forestar (USA) Real Estate Group Inc.
 - II. DHIR – Orlando East I LLC (*under separate cover*)
 - B. Non-Exclusive Perpetual Utility Easement (Irrigation)
 - I. Forestar (USA) Real Estate Group Inc.
 - II. DHIR – Orlando East I LLC (*under separate cover*)
10. Ratification of Acquisition of Phase 5 Stormwater Improvements (Earthwork and Materials)
11. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
12. Acceptance of Unaudited Financial Statements as of July 31, 2024
13. Approval of July 18, 2024 Public Hearing and Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dewberry Engineers, Inc.*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: October 17, 2024 at 10:30 AM
 - QUORUM CHECK

SEAT 1	CHRIS TYREE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	SHELLEY KAERCHER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	ROBYN BRONSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	ROGER VAN AUKER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

15. Board Members' Comments/Requests
16. Public Comments
17. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,



Daniel Rom
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 528 064 2804

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

3

RESIGNATION

To: Board of Supervisors
Buena Lago Community Development District
Attn: Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431 F

From: Ayden Williams

Date: July 19, 2024

I hereby resign as a member of the Board of Supervisors of the Buena Lago Community Development District. My resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Resignation has been executed by me.



Ayden Williams

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Buena Lago Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective September 19, 2024:

- _____ is elected Chair
- _____ is elected Vice Chair
- _____ is elected Assistant Secretary
- _____ is elected Assistant Secretary
- _____ is elected Assistant Secretary
- Kristen Thomas is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of September 19, 2024:

- Ayden Williams Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 2024.

ATTEST:

**BUENA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6A

**PROOF OF
PUBLICATION**
From
**OSCEOLA
NEWS-GAZETTE**

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

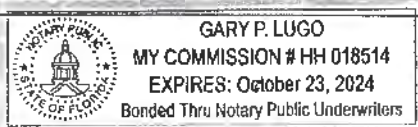
Before me, the undersigned authority,
personally appeared Pamela Bikowicz,
who under oath says that she is the
Business Manager of the
Osceola News-Gazette, a weekly
newspaper published at Kissimmee, in
Osceola County, Florida; that the attached
copy of the advertisement was published
in the regular and entire edition of said
newspaper in the following issues:

AUGUST 29, 2024

Affiant further says that the
Osceola News-Gazette is a newspaper
published in Kissimmee, in said
Osceola County, Florida, and that
the said newspaper has heretofore
been continuously published in said
Osceola County, Florida, for a period
of one year preceding the first publication
of the attached copy of advertisement;
and affiant further says that she has
neither paid nor promised any person,
firm or corporation any discount, rebate,
commission or refund for the purpose of
securing this advertisement for publication
in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this

Pamela B.



Gary P. Lugo
Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 8/29/24
BUENA LAGO LAST PUBLICATION: 8/29/24
CDD
NOTICE OF
PUBLIC HEARING
FY 2024/2025 BUDGET



Make remittance to: Osceola News-Gazette
222 Church Street, Kissimmee, FL 34744
Phone: 407-846-7600

Email: glugo@osceolanewsgazette.com
You can also view your Legal Advertising on
www.aroundosceola.com or www.floridapublicnotices.com

SHOOTING

Continued from Page 1

Officers took cover behind neighboring homes and police vehicles. Minutes later another officer flew a drone to the front door, which also took fire. Officers would later find bullet holes in a fence across the street.

Soon after that exchange, officers established communication with the suspect by cell phone, and the suspect

eventually exited the home and was taken into custody without incident. Units then searched the home and found several spent handgun cartridges on the floor on the way to an upstairs bathroom, where the deceased female was found.

Forensic officials spent Saturday night and Sunday morning processing the crime

scene. Police have yet to identify the victim.

“The crime that occurred here (Saturday) is tragic and senseless,” Chief Douglas Goerke said, in a release. “Our hearts go out to the children who lost their parents here. We will be working with them to get the resources they will need to cope with what happened here.”

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors (“Board”) for the Buena Lago Community Development District (“District”) will hold the following two public hearings and a regular meeting on **September 19, 2024, at 10:30 a.m., and located at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.** The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District’s proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“Fiscal Year 2024/2025”). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments (“O&M Assessments”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2024/2025; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

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Land Use	Total # of Units / Acres	Annual O&M Assessment(1)
Developed Lot	545	\$537.41

Annual O&M Assessment includes County collection costs and early payment discounts.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2024/2025. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 (“District Manager’s Office”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

District Manager



St. Cloud buys former school to house fire services

By Debbie Daniel
For the News-Gazette

In a special meeting Monday afternoon, the St. Cloud City Council approved the \$6.8 million purchase of a 10.5-acre property at Nolte Road and Budinger Drive. The property was previously used by St. Cloud Preparatory Academy and includes buildings with a total of 62,680 square feet.

The City plans to use the property to house Fire Department Administration and Fire Department Logistics, and it will be the temporary location for Fire Station 32 for two years while an expanded station is being built on Old Canoe Creek Road.

The previous plan was to remodel Fire Station 32 into a logistics building in 2025 at a cost of \$500,000; to build an

administration building in 2027 at a cost of \$7.2 million; and to build a new logistics building in 2029 at a cost of \$3 million. Those costs will be eliminated, along with costs of mold remediation for current Station 32 and relocation of logistics to a leased warehouse space.

“Just looking at the numbers, we originally had planned on about \$10 million for these two projects, and we’re looking at pulling it off for about \$6.8 million plus roughly \$1.2 million for renovations,” Fire Chief Jason Miller told the Council Monday.

“I just want to say, ‘Outstanding job,’” said Council Member Shawn Fletcher. “Absolutely outstanding. You recognized that there is an opportunity for the City to save money.... This is obviously

the first step, but I know with the growth of the city ... that puts pressure on both the fire services and police services, and both chiefs are working diligently to address those. I couldn’t be more happy. So, thank you very much.”

Council Member Ken Gilbert agreed, saying, “I think it’s a brilliant find.”

To fund the purchase, Council agreed to increase the borrowing amount for an existing loan to a total of \$19 million: \$10 million for the 17th Street ballfields and up to \$9 million for the Progress Lane property purchase and renovation.

“I think this is great,” Council Member Kolby Urban said. “Obviously, we prioritize and value public safety here in the City of St. Cloud, and I think this is a great step forward for that.”

PRIMARY

Continued from Page 1

the Kissimmee races were on the back of the ballot, and voters simply did not flip it over and vote some or all of those races.

“We have to make sure to tell voters in the future to check if they have to vote the back page.”

JOHN CORTES
Candidate for
Kissimmee Mayor

“I’m disappointed, because we had such low turnout already,” Cortes said. “We have to make sure to tell voters in the future to check if they have to vote the back page. This is very sad, I feel sorry for Ms. Carino.”

Those 17.25% of the voters chose, in some cases, what candidates would move on to the Nov. 5 general election—where winners win the races. While those ballots did not have partisan races on them, they still contained non-partisan City Commission/Council, School Board and judge candidates to vote for.

After the primaries, here are how the matchups Osceola voters will cast ballots for in the Nov. 5 general election stack up. To vote in the general election, you must be registered by Oct. 7. Early voting will be from Oct. 21 to Nov. 3.

(I-incumbent candidate; if partisan, R-Republican, D-Democrat unless noted)

County Commission: District 1—(I) Peggy Choudhry (D), Disvany Martinez (R); District 3—(I) Brandon Arrington (D), FlorD’Aliza Frias (R), Eric Montgomery (Libertarian).

School Board: District 5—Paula Bronson, Scott Ramsey.

Kissimmee City Commission: Seat 1—Noel Ortiz, Lisandra Roman; Seat 3—(I) Carlos Alvarez III, Nichole Wagoner de Arguello; Seat 5 (Mayor)—John Cortes, Jackie Espinosa.

St. Cloud City Council: Seat 1 (Mayor)—Tony Busby, Chris Robertson; Seat 2—Jennifer Paul, Mandy Shafer.

Constitutional: Clerk of Court: Jossue Lorenzo (R), (I) Kelvin Soto (D); Sheriff—(I) Marcos Lopez (D), Donnie Martinez (R); Tax Collector—

Rafael Martinez (R), (I) Bruce Vickers (D); Property Appraiser—(I) Katrina Scarborough (D), Geny Shunnar (R); Supervisor of Elections—(I) Mary Jane Arrington (D), Jim Trautz (R).

Florida Legislature: State Senate District 25—Kristen Arrington (D), Jose Martinez (R); State House District 35—Erika Booth (R), (I) Tom Keen (D); District 45—(I) Carolina Amesty (R), Leonard Spencer (D); District 46—Jose Alvarez (D), Michael Cruz (R), Dr. Ivan Rivera (NPA); District 47—Maria Revelles (D), (I) Paula Stark (R).

Congress: U.S. House of Representatives—Marcus Carter (NPA), Thomas Chalifoux (R), (I) Darren Soto (D); U.S. Senator—Feena Bonoan (Libertarian), Ben Everidge (NPA), Debbi Mucarsel-Powell (D), (I) Rick Scott (R).

Voters will also vote on state amendments regarding making School Board elections partisan races, the constitutional right to hunt and fish, marijuana legalization, abortion as a constitutional right, adjusting homestead exemptions for inflation and public campaign financing.

SOTO

Continued from Page 1

manner of death is homicide.”

But most damning is a series of comments mother Jennifer Soto made to investigators about why she directed Stephan and Madeline to sleep in an upstairs bedroom around 11 p.m. on Feb. 25, which would be the last time she saw her daughter.

As she was just waking up the next morning, she said she heard everyone “getting ready” that morning making noise in the kitchen but wasn’t sure who it was—this report makes the first references in the nearly six-month case to two female roommates. One had a 17-year-old son who stayed there occasionally. She noted that Sterns rarely took Madeline to school. The report stated an investigator showed her a photo from Sterns’ phone of a nude female in a bathroom; the roommate identified the person as herself, and said she did not give him permission to take the photo.

The other roommate spoke mostly Spanish.

Jennifer told investigators for years she was “hyper-vigilant” and would “never trust a man around my kids.”

“I was hyper-vigilant about how (Sterns) was around her ... but nothing was ever truly weird ... I trusted him enough

to let that happen (sleep in the same room) that night,” she said during one interview. In another, she said she considered Stephan as one of her best friends, and that Jennifer stated she allowed Stephan and Madeline to sleep in the same room because she trusted Stephan, and he “treated her as his daughter.”

This contradicts a statement Jennifer made to police that she, “Didn’t feel comfortable with Madeline sleeping with Stephan.” But, she recalled telling them to go to sleep together on the 25th, “A selfish move because she wanted a good night’s sleep.”

Jennifer said she thought Madeline was taken on the walk from the church near Hunters Creek Middle School where Sterns said he dropped her off on Feb. 26. The reports show KPD began investigating their house the evening of Tuesday, Feb. 27, and asked everyone living there to find another place to stay that night.

During a police interview on March 1, Jennifer said she gave Stephan “the benefit of the doubt” that he had dropped her off at school on Feb. 26, and also claimed that, “Stephan is a master liar and a master

manipulator, as she recently had this conversation with Chris (Stephan’s father).”

In that conversation, Jennifer, “Assumed law enforcement was looking into Stephan because he was the last person to see Madeline, and she wanted to believe he had nothing to do with her going missing.”

And, when the detective showed her photographs of Sterns and Madeline engaged in sexual activity, “That is when she realized Stephan was guilty.”

From the detective’s report: “I asked her what she thought Stephan was guilty of, she replied, ‘He’s been grooming and abusing my child.’ I asked Jennifer if she thought Stephan killed Madeline and she said, ‘At this point, I do.’ I asked her why she thought that and she said we showed her a photograph of Madeline slumped over in Stephan’s vehicle. Jennifer said she felt like Stephan dumped her body somewhere, but she didn’t know where.”

Sterns remains held in jail on the charges. His trial has already been delayed twice; a status hearing is scheduled for Oct. 14. At the last hearing in July, Sterns’ defense team noted it was seeking depositions from around 170 witnesses.

OSCEOLA NEWS-GAZETTE
Year -133—No. 35

Owner/Publisher
ROCHELLE STIDHAM

Associate Publisher
TONI ROWAN

Editor
KEN JACKSON

Production Manager
ANGELIQUE PRIORE

Business Manager
PAMELA BIKOWICZ

Legal Advertising
GARY LUGO

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PROOF OF PUBLICATION
From

OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

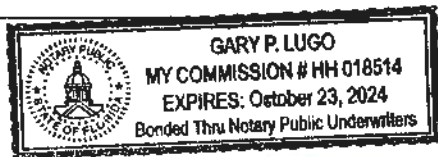
Before me, the undersigned authority, personally appeared Pamela Bikowicz, who under oath says that she is the Business Manager of the Osceola News-Gazette, a weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

SEPT. 5, 2024

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this

Pamela B.



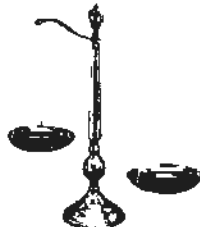
Gary P. Lugo

Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 9/5/24

*BUENA LAGO CDD
NOTICE OF PUBLIC HEARING
FY 2024/2025 BUDGET*

LAST PUBLICATION: 9/5/24



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BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

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District Manager



VIEWPOINT

Letters To The Editor • Opinions • Columnists

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FROM THE EDITOR

To some candidates, your primary votes were pretty darn important

By Ken Jackson

There was quite the buzz around town about the Aug. 20 primary election. A lot of you talked about our local candidates and how it's the start of another very "interesting" election season.

And then, when it came time to cast votes, only 17.25%—just over 1 out of 6 of the 55% of you who live in Osceola County who are registered—made your decision heard.

Some of you have excuses, not reasons, for not voting. "It's just a primary ... I come from Puerto Rico where we just vote once every four years ... I forgot to apply for a mail-in ballot and I didn't have time ... I'm an independent and none of those part races are on my ballot."

Those are the common ones. To me, there are no "unimportant" or "less important" elections. Our votes count the same in any race—one for the candidates we select. I've never missed casting a ballot in my life when given the opportunity, going back to 1992. I go even when there's just one item on the ballot, and

it takes me longer to pull in the parking spot and walk into the precinct than it does to fill in the bubble.

I go every time because I would never want our government to think I didn't consider my vote important.

Local races—Kissimmee and St. Cloud city commissions and School Board—were on everybody's primary ballots, along with the judges' races. That's even if you are registered as a third-party or No Party Affiliation (NPA) voter. And those races have more impact on your daily life than however you swing in Trump/Harris or even a U.S. Senate race.

Impact—if you live in Kissimmee, it doesn't get more impactful than the mayor. In a race where the leader only got 30% of the vote, the Nov. 5 runoff will be really important. It became really, really important when second place was settled by just six votes. And then the two candidates who fought for second and third were even more pained when they found out about 280 city voters didn't turn over their ballot and vote that or other city

votes, even though their ballot noted at the bottom, "Vote both sides of ballot." (Come to think about it, I didn't check the back of my Orange County ballot, or note if it said anything about that side. My wife said she checked the back of hers, but we have different party ballots.)

"I should be happy, but I'm actually disappointed," said John Cortes, who under the circumstances will face Jackie Espinosa in the Nov. 5 winner-take-all election.

For grassroots candidates, some on the ballot for the first time, you won't see their names again if you were among the 83% who didn't vote. And, since two School Board races were settled in the primaries because they garnered more than 50% of the vote in multi-way races, those vote-less souls won't get to complain about the jobs Bethzaida Garcia and Anthony Cook do on the board after they get sworn in in November.

Osceola's election officials expect voter turnout over 70% in the Nov. 5 general election. Why can't we get that closer to 100%?

Let your vote count—let it be important.

GUEST EDITORIAL

Helping your loved ones as you get older

By Michelle Woodbrey

I know that everyone is not as fortunate as I am to have several family members who I know love me. I am so grateful, and I love them in return. I will do almost everything I can to make their lives better and they do the same for me. Picking them up from the airport or making chicken soup if they are ill, watching their kids or their pets (or their kid's pets), etc.

I will gladly do whatever is needed of me but at the same time, I always try to minimize how much I ask of others. I don't want to burden them. This is common and normal. Does this resonate with you?

With Grandparents' Day coming along on Sept. 8, it is good to be mindful of what you can do now to minimize the burden on your loved ones as you get older. It all starts by being realistic.

We know we are all going to pass away sometime. Sadly, there is no way around this. Putting off thinking about our own death or incapacity won't make it not happen. What it does do though is leave all the hard decisions and work for those who love us that we are leaving behind.

Commonly, people express that their desire is to stay in their home. They are adamant about it, but they do not have

the foresight to realize that it doesn't often happen by chance. I've heard it all including "the only way I am leaving this house is in a box!" Realistically, there are many reasons why that may not be possible. Being realistic about how your needs would be met if you can't stay home does not diminish your independence. It offers your family some freedom from having to make really hard decisions for you.

Examine any concerns you have about getting support if you need it. Consider how your care needs could be met if you do end up needing help around the clock. Figure out how best to utilize your financial resources. Think about whether you want to be closer to family or stay near where you are. So many adult children of people who suddenly need care, unnecessarily grapple with knowing what their parents would want.

In not leaving your family to make difficult decisions without knowing what you want, choose not to burden them with your stuff. Downsize and minimize. You don't even have to move out to downsize. The Chinese philosopher Lao Tzu said: "The journey of a thousand miles begins with one step." Start by cleaning out one room. Do you really need all of that old paperwork? Those older

newspapers? Clothes that don't fit anymore?

You can also make it easier for your loved ones by giving them the answers to the questions they will have. Communicate with them about whether you want to be resuscitated if your heart stops. How much medical intervention, like feeding tubes, would you want if they must decide for you? What do you want after you pass away? Do you want them to consider things like donating your body to science or organ donation? What do you want your memorial service to be like?

They will also need to find all of your account numbers, login information, portals and passwords, and information to tie up loose ends with utility companies and the banks. What credit cards need to be cancelled? Which auto-ship services should they know about to cancel? Where is the key to the storage box or safe? Do you want your profile deleted from social media?

I accept that my fate is inevitable and I feel much better about the future knowing what I can do for my loved ones at a time when they need me the most.

Michelle Woodbrey is the co-founder of 2Sisters Senior Living Advisors has been working in the field of senior living for over 20 years.

Want to write a letter to the editor?

Email it to Editor Ken Jackson at editor@osceolanewsgazette.com.

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BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6B

RESOLUTION 2024-16

[AMENDED¹ FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors (“**Board**”) of the Buena Lago Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

¹ This Resolution amends the District’s previously adopted 2014-13.

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Buena Lago Community Development District for the Fiscal Year Ending September 30, 2025."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within 60 days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 2024.

ATTEST:

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

By: _____

By: _____

Title: _____

Its: _____

Exhibit A: Fiscal Year 2024/2025 Budget(s)

Exhibit A: Fiscal Year 2024/2025 Budget(s)

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
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**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual Through 2/29/2024	Projected Through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 125,657				\$ 107,945
Allowable discounts (4%)	(5,026)				(4,318)
Assessment levy: on-roll - net	120,631	\$ 117,561	\$ 3,070	\$ 120,631	103,627
Landowner contribution	44,925	-	44,925	44,925	29,265
Total revenues	<u>165,556</u>	<u>117,561</u>	<u>47,995</u>	<u>165,556</u>	<u>132,892</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	2,660	5,000	7,660	25,000
Engineering	2,000	4,237	1,000	5,237	2,000
Audit*	4,900	-	3,300	3,300	5,000
Arbitrage rebate calculation*	750	-	750	750	1,500
Dissemination agent*	2,000	417	583	1,000	2,000
EMMA software system*	-	1,000	-	1,000	1,000
Trustee*	11,000	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	31	469	500	500
Printing & binding	500	208	292	500	500
Legal advertising	3,500	93	3,407	3,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	6,050	5,200	-	5,200	5,720
Contingencies/bank charges	500	4	496	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Property appraiser	-	378	-	378	324
Tax collector	2,513	2,349	-	2,349	2,159
Total professional & administrative	<u>108,503</u>	<u>36,835</u>	<u>49,829</u>	<u>86,664</u>	<u>102,493</u>

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual Through 2/29/2024	Projected Through 9/30/2024		
Field operations and maintenance					
Field operations manager	2,400	1,000	1,400	2,400	2,400
Landscaping contract labor	37,000	3,472	11,528	15,000	19,000
General maintenance	1,000	-	-	-	1,000
Aquatic control - ponds	4,500	2,475	5,525	8,000	8,000
Total field operations	<u>57,050</u>	<u>6,947</u>	<u>18,453</u>	<u>25,400</u>	<u>30,400</u>
Total expenditures	<u>165,553</u>	<u>43,782</u>	<u>68,282</u>	<u>112,064</u>	<u>132,893</u>
Excess/(deficiency) of revenues over/(under) expenditures	3	73,779	(20,287)	53,492	(1)
Fund balance - beginning (unaudited)	-	(3)	73,776	(3)	53,489
Fund balance - ending (projected)					
Unassigned	3	73,776	53,489	53,489	53,488
Fund balance - ending	<u>\$ 3</u>	<u>\$ 73,776</u>	<u>\$ 53,489</u>	<u>\$ 53,489</u>	<u>\$ 53,488</u>

*These items will be realized when bonds are issued

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	1,500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
EMMA software service*	1,000
<p>Disclosure Technology Services, LLC EMMA filing assistance software license agreement for quarterly disclosure reporting</p>	
Trustee*	5,500
<p>Annual fee for the service provided by trustee, paying agent and registrar for Series 2022.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,720
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser	324
Tax collector	2,159

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Field operations and maintenance

Field operations manager	2,400
Landscaping contract labor	19,000
General maintenance	1,000
Aquatic control - ponds	8,000
Total expenditures	<u>\$ 132,893</u>

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual Through 2/29/2024	Projected Through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 317,008				\$ 317,008
Allowable discounts (4%)	(12,680)				(12,680)
Assessment levy: net	304,328	296,532	7,796	304,328	304,328
Interest	-	4,656	-	4,656	-
Total revenues	<u>304,328</u>	<u>301,188</u>	<u>7,796</u>	<u>308,984</u>	<u>467,904</u>
EXPENDITURES					
Debt service					
Principal	70,000	-	70,000	70,000	75,000
Interest	227,200	113,600	113,600	227,200	224,400
Total debt service	<u>297,200</u>	<u>113,600</u>	<u>183,600</u>	<u>297,200</u>	<u>299,400</u>
Other fees & charges					
Tax collector	6,340	5,925	415	6,340	6,340
Total other fees & charges	<u>6,340</u>	<u>5,925</u>	<u>415</u>	<u>6,340</u>	<u>6,340</u>
Total expenditures	<u>303,540</u>	<u>119,525</u>	<u>184,015</u>	<u>303,540</u>	<u>305,740</u>
Excess/(deficiency) of revenues over/(under) expenditures	788	181,663	(176,219)	5,444	162,164
Fund balance:					
Beginning fund balance (unaudited)	268,316	201,460	383,123	201,460	206,904
Ending fund balance (projected)	<u>\$269,104</u>	<u>\$383,123</u>	<u>\$206,904</u>	<u>\$206,904</u>	<u>369,068</u>
Use of fund balance:					
Debt service reserve account balance (required)					(74,497)
Principal and Interest expense - November 1, 2025					(110,700)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 183,871</u>

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			112,200.00	112,200.00	4,285,000.00
05/01/25	75,000.00	4.000%	112,200.00	187,200.00	4,210,000.00
11/01/25			110,700.00	110,700.00	4,210,000.00
05/01/26	75,000.00	4.000%	110,700.00	185,700.00	4,135,000.00
11/01/26			109,200.00	109,200.00	4,135,000.00
05/01/27	80,000.00	4.000%	109,200.00	189,200.00	4,055,000.00
11/01/27			107,600.00	107,600.00	4,055,000.00
05/01/28	80,000.00	4.500%	107,600.00	187,600.00	3,975,000.00
11/01/28			105,800.00	105,800.00	3,975,000.00
05/01/29	85,000.00	4.500%	105,800.00	190,800.00	3,890,000.00
11/01/29			103,887.50	103,887.50	3,890,000.00
05/01/30	90,000.00	4.500%	103,887.50	193,887.50	3,800,000.00
11/01/30			101,862.50	101,862.50	3,800,000.00
05/01/31	95,000.00	4.500%	101,862.50	196,862.50	3,705,000.00
11/01/31			99,725.00	99,725.00	3,705,000.00
05/01/32	100,000.00	4.500%	99,725.00	199,725.00	3,605,000.00
11/01/32			97,475.00	97,475.00	3,605,000.00
05/01/33	105,000.00	5.250%	97,475.00	202,475.00	3,500,000.00
11/01/33			94,718.75	94,718.75	3,500,000.00
05/01/34	110,000.00	5.250%	94,718.75	204,718.75	3,390,000.00
11/01/34			91,831.25	91,831.25	3,390,000.00
05/01/35	115,000.00	5.250%	91,831.25	206,831.25	3,275,000.00
11/01/35			88,812.50	88,812.50	3,275,000.00
05/01/36	120,000.00	5.250%	88,812.50	208,812.50	3,155,000.00
11/01/36			85,662.50	85,662.50	3,155,000.00
05/01/37	130,000.00	5.250%	85,662.50	215,662.50	3,025,000.00
11/01/37			82,250.00	82,250.00	3,025,000.00
05/01/38	135,000.00	5.250%	82,250.00	217,250.00	2,890,000.00
11/01/38			78,706.25	78,706.25	2,890,000.00
05/01/39	140,000.00	5.250%	78,706.25	218,706.25	2,750,000.00
11/01/39			75,031.25	75,031.25	2,750,000.00
05/01/40	150,000.00	5.250%	75,031.25	225,031.25	2,600,000.00
11/01/40			71,093.75	71,093.75	2,600,000.00
05/01/41	160,000.00	5.250%	71,093.75	231,093.75	2,440,000.00
11/01/41			66,893.75	66,893.75	2,440,000.00
05/01/42	165,000.00	5.250%	66,893.75	231,893.75	2,275,000.00
11/01/42			62,562.50	62,562.50	2,275,000.00
05/01/43	175,000.00	5.500%	62,562.50	237,562.50	2,100,000.00
11/01/43			57,750.00	57,750.00	2,100,000.00
05/01/44	185,000.00	5.500%	57,750.00	242,750.00	1,915,000.00
11/01/44			52,662.50	52,662.50	1,915,000.00
05/01/45	195,000.00	5.500%	52,662.50	247,662.50	1,720,000.00
11/01/45			47,300.00	47,300.00	1,720,000.00
05/01/46	205,000.00	5.500%	47,300.00	252,300.00	1,515,000.00
11/01/46			41,662.50	41,662.50	1,515,000.00

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/47	220,000.00	5.500%	41,662.50	261,662.50	1,295,000.00
11/01/47			35,612.50	35,612.50	1,295,000.00
05/01/48	230,000.00	5.500%	35,612.50	265,612.50	1,065,000.00
11/01/48			29,287.50	29,287.50	1,065,000.00
05/01/49	245,000.00	5.500%	29,287.50	274,287.50	820,000.00
11/01/49			22,550.00	22,550.00	820,000.00
05/01/50	260,000.00	5.500%	22,550.00	282,550.00	560,000.00
11/01/50			15,400.00	15,400.00	560,000.00
05/01/51	270,000.00	5.500%	15,400.00	285,400.00	290,000.00
11/01/51			7,975.00	7,975.00	290,000.00
05/01/52	290,000.00	5.500%	7,975.00	297,975.00	-
Total	4,285,000.00		4,112,425.00	8,397,425.00	

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ -				\$ 152,571
Allowable discounts (4%)	-				(6,103)
Assessment levy: net	-	\$ -	\$ -	\$ -	146,468
Special assessment: off-roll	-	-	-	-	163,576
Total revenues	-	-	-	-	310,044
EXPENDITURES					
Debt service					
Principal	-	-	-	-	65,000
Interest	-	-	-	-	184,663
Total debt service	-	-	-	-	249,663
Other fees & charges					
Costs of issuance	-	-	162,555	162,555	-
Underwriter's discount	-	-	71,438	71,438	-
Tax collector	-	-	-	-	3,051
Total other fees & charges	-	-	233,993	233,993	3,051
Total expenditures	-	-	233,993	233,993	252,714
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(233,993)	(233,993)	57,330
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	455,617	455,617	-
Original issue discount	-	-	(3,897)	(3,897)	-
Total other financing sources/(uses)	-	-	451,720	451,720	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	217,727	217,727	57,330
Beginning fund balance (unaudited)	-	-	-	-	217,727
Ending fund balance (projected)	\$ -	\$ -	\$ 217,727	\$ 217,727	275,057
Use of fund balance:					
Debt service reserve account balance (required)					(153,496)
Principal and Interest expense - November 1, 2025					(118,905)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 2,656

Note: Series 2024 Bonds had their interest capitalized until 11/01/2024

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			64,230.67	64,230.67	11,970,000.00
05/01/25	65,000.00	4.700%	120,432.50	185,432.50	11,905,000.00
11/01/25			118,905.00	118,905.00	11,905,000.00
05/01/26	70,000.00	4.700%	118,905.00	188,905.00	11,835,000.00
11/01/26			117,260.00	117,260.00	11,835,000.00
05/01/27	70,000.00	4.700%	117,260.00	187,260.00	11,765,000.00
11/01/27			115,615.00	115,615.00	11,765,000.00
05/01/28	75,000.00	4.700%	115,615.00	190,615.00	11,690,000.00
11/01/28			113,852.50	113,852.50	11,690,000.00
05/01/29	80,000.00	4.700%	113,852.50	193,852.50	11,610,000.00
11/01/29			111,972.50	111,972.50	11,610,000.00
05/01/30	85,000.00	4.700%	111,972.50	196,972.50	11,525,000.00
11/01/30			109,975.00	109,975.00	11,525,000.00
05/01/31	85,000.00	4.700%	109,975.00	194,975.00	11,440,000.00
11/01/31			107,977.50	107,977.50	11,440,000.00
05/01/32	90,000.00	5.250%	107,977.50	197,977.50	11,350,000.00
11/01/32			105,615.00	105,615.00	11,350,000.00
05/01/33	95,000.00	5.250%	105,615.00	200,615.00	11,255,000.00
11/01/33			103,121.25	103,121.25	11,255,000.00
05/01/34	100,000.00	5.250%	103,121.25	203,121.25	11,155,000.00
11/01/34			100,496.25	100,496.25	11,155,000.00
05/01/35	105,000.00	5.250%	100,496.25	205,496.25	11,050,000.00
11/01/35			97,740.00	97,740.00	11,050,000.00
05/01/36	110,000.00	5.250%	97,740.00	207,740.00	10,940,000.00
11/01/36			94,852.50	94,852.50	10,940,000.00
05/01/37	120,000.00	5.250%	94,852.50	214,852.50	10,820,000.00
11/01/37			91,702.50	91,702.50	10,820,000.00
05/01/38	125,000.00	5.250%	91,702.50	216,702.50	10,695,000.00
11/01/38			88,421.25	88,421.25	10,695,000.00
05/01/39	130,000.00	5.250%	88,421.25	218,421.25	10,565,000.00
11/01/39			85,008.75	85,008.75	10,565,000.00
05/01/40	140,000.00	5.250%	85,008.75	225,008.75	10,425,000.00
11/01/40			81,333.75	81,333.75	10,425,000.00
05/01/41	145,000.00	5.250%	81,333.75	226,333.75	10,280,000.00
11/01/41			77,527.50	77,527.50	10,280,000.00
05/01/42	155,000.00	5.250%	77,527.50	232,527.50	10,125,000.00
11/01/42			73,458.75	73,458.75	10,125,000.00
05/01/43	160,000.00	5.250%	73,458.75	233,458.75	9,965,000.00
11/01/43			69,258.75	69,258.75	9,965,000.00
05/01/44	170,000.00	5.250%	69,258.75	239,258.75	9,795,000.00
11/01/44			64,796.25	64,796.25	9,795,000.00
05/01/45	180,000.00	5.550%	64,796.25	244,796.25	9,615,000.00
11/01/45			59,801.25	59,801.25	9,615,000.00
05/01/46	190,000.00	5.550%	59,801.25	249,801.25	9,425,000.00
11/01/46			54,528.75	54,528.75	9,425,000.00
05/01/47	200,000.00	5.550%	54,528.75	254,528.75	9,225,000.00
11/01/47			48,978.75	48,978.75	9,225,000.00
05/01/48	215,000.00	5.550%	48,978.75	263,978.75	9,010,000.00
11/01/48			43,012.50	43,012.50	9,010,000.00

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	225,000.00	5.550%	43,012.50	268,012.50	8,785,000.00
11/01/49			36,768.75	36,768.75	8,785,000.00
05/01/50	235,000.00	5.550%	36,768.75	271,768.75	8,550,000.00
11/01/50			30,247.50	30,247.50	8,550,000.00
05/01/51	250,000.00	5.550%	30,247.50	280,247.50	8,300,000.00
11/01/51			23,310.00	23,310.00	8,300,000.00
05/01/52	265,000.00	5.550%	23,310.00	288,310.00	8,035,000.00
11/01/52			15,956.25	15,956.25	8,035,000.00
05/01/53	280,000.00	5.550%	15,956.25	295,956.25	7,755,000.00
11/01/53			8,186.25	8,186.25	7,755,000.00
05/01/54	295,000.00	5.550%	8,186.25	303,186.25	7,460,000.00
Total	4,510,000.00		4,684,023.17	9,194,023.17	

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll

Series 2022

<u>Product/Parcel</u>	<u>Units</u>	FY 2025			FY 2024
		<u>Assessment per Unit</u>	<u>Assessment per Unit</u>	<u>Assessment per Unit</u>	<u>Total Assessment per Unit</u>
TH	72	\$ 255.19	\$ 427.57	\$ 682.76	\$ 827.75
SF 50'	242	255.19	1,182.74	1,437.93	1,582.92
Total	314				

On-Roll

Series 2024

<u>Product/Parcel</u>	<u>Units</u>	FY 2025			FY 2024
		<u>Assessment per Unit</u>	<u>Assessment per Unit</u>	<u>Assessment per Unit</u>	<u>Total Assessment per Unit</u>
SF 50'	109	\$ 255.19	\$ 1,399.73	\$ 1,654.92	-
Total	109				

Landowner Contributions for GF/Off-Roll Assessments for DSF

Series 2024

<u>Product/Parcel</u>	<u>Units</u>	FY 2025			FY 2024
		<u>Assessment per Unit</u>	<u>Assessment per Unit</u>	<u>Assessment per Unit</u>	<u>Total Assessment per Unit</u>
SF 50'	109	\$ 239.88	\$ 1,315.75	\$ 1,555.63	\$ -
SF 100'	13	239.88	1,550.70	1,790.58	-
Total	122				

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7A

PROOF OF PUBLICATION
From
OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

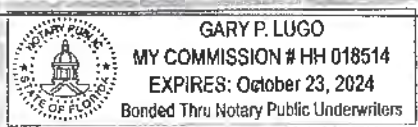
Before me, the undersigned authority, personally appeared Pamela Bikowicz, who under oath says that she is the Business Manager of the Osceola News-Gazette, a weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

AUGUST 29, 2024

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this

Pamela B.



Gary P. Lugo
Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 8/29/24
BUENA LAGO CDD LAST PUBLICATION: 8/29/24
NOTICE OF PUBLIC HEARING
FY 2024/2025 BUDGET



Make remittance to: Osceola News-Gazette
222 Church Street, Kissimmee, FL 34744
Phone: 407-846-7600

Email: glugo@osceolanewsgazette.com
You can also view your Legal Advertising on
www.aroundosceola.com or www.floridapublicnotices.com

SHOOTING

Continued from Page 1

Officers took cover behind neighboring homes and police vehicles. Minutes later another officer flew a drone to the front door, which also took fire. Officers would later find bullet holes in a fence across the street. Soon after that exchange, officers established communication with the suspect by cell phone, and the suspect

eventually exited the home and was taken into custody without incident. Units then searched the home and found several spent handgun cartridges on the floor on the way to an upstairs bathroom, where the deceased female was found. Forensic officials spent Saturday night and Sunday morning processing the crime

scene. Police have yet to identify the victim.

“The crime that occurred here (Saturday) is tragic and senseless,” Chief Douglas Goerke said, in a release. “Our hearts go out to the children who lost their parents here. We will be working with them to get the resources they will need to cope with what happened here.”

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors (“Board”) for the Buena Lago Community Development District (“District”) will hold the following two public hearings and a regular meeting on **September 19, 2024, at 10:30 a.m., and located at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.** The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments (“**O&M Assessments**”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2024/2025; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District’s general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Annual O&M Assessment(1)
Developed Lot	545	\$537.41

Annual O&M Assessment includes County collection costs and early payment discounts.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2024/2025. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

District Manager



St. Cloud buys former school to house fire services

By Debbie Daniel
For the News-Gazette

In a special meeting Monday afternoon, the St. Cloud City Council approved the \$6.8 million purchase of a 10.5-acre property at Nolte Road and Budinger Drive. The property was previously used by St. Cloud Preparatory Academy and includes buildings with a total of 62,680 square feet.

The City plans to use the property to house Fire Department Administration and Fire Department Logistics, and it will be the temporary location for Fire Station 32 for two years while an expanded station is being built on Old Canoe Creek Road.

The previous plan was to remodel Fire Station 32 into a logistics building in 2025 at a cost of \$500,000; to build an

administration building in 2027 at a cost of \$7.2 million; and to build a new logistics building in 2029 at a cost of \$3 million. Those costs will be eliminated, along with costs of mold remediation for current Station 32 and relocation of logistics to a leased warehouse space.

“Just looking at the numbers, we originally had planned on about \$10 million for these two projects, and we’re looking at pulling it off for about \$6.8 million plus roughly \$1.2 million for renovations,” Fire Chief Jason Miller told the Council Monday.

“I just want to say, ‘Outstanding job,’” said Council Member Shawn Fletcher. “Absolutely outstanding. You recognized that there is an opportunity for the City to save money.... This is obviously

the first step, but I know with the growth of the city ... that puts pressure on both the fire services and police services, and both chiefs are working diligently to address those. I couldn’t be more happy. So, thank you very much.”

Council Member Ken Gilbert agreed, saying, “I think it’s a brilliant find.”

To fund the purchase, Council agreed to increase the borrowing amount for an existing loan to a total of \$19 million: \$10 million for the 17th Street ballfields and up to \$9 million for the Progress Lane property purchase and renovation.

“I think this is great,” Council Member Kolby Urban said. “Obviously, we prioritize and value public safety here in the City of St. Cloud, and I think this is a great step forward for that.”

PRIMARY

Continued from Page 1

the Kissimmee races were on the back of the ballot, and voters simply did not flip it over and vote some or all of those races.

“We have to make sure to tell voters in the future to check if they have to vote the back page.”

JOHN CORTES
Candidate for
Kissimmee Mayor

“I’m disappointed, because we had such low turnout already,” Cortes said. “We have to make sure to tell voters in the future to check if they have to vote the back page. This is very sad, I feel sorry for Ms. Carino.”

Those 17.25% of the voters chose, in some cases, what candidates would move on to the Nov. 5 general election—where winners win the races. While those ballots did not have partisan races on them, they still contained non-partisan City Commission/Council, School Board and judge candidates to vote for.

After the primaries, here are how the matchups Osceola voters will cast ballots for in the Nov. 5 general election stack up. To vote in the general election, you must be registered by Oct. 7. Early voting will be from Oct. 21 to Nov. 3.

(I-incumbent candidate; if partisan, R-Republican, D-Democrat unless noted)

County Commission: District 1—(I) Peggy Choudhry (D), Disvany Martinez (R); District 3—(I) Brandon Arrington (D), FlorD’Aliza Frias (R), Eric Montgomery (Libertarian).

School Board: District 5—Paula Bronson, Scott Ramsey.

Kissimmee City Commission: Seat 1—Noel Ortiz, Lisandra Roman; Seat 3—(I) Carlos Alvarez III, Nichole Wagoner de Arguello; Seat 5 (Mayor)—John Cortes, Jackie Espinosa.

St. Cloud City Council: Seat 1 (Mayor)—Tony Busby, Chris Robertson; Seat 2—Jennifer Paul, Mandy Shafer.

Constitutional: Clerk of Court: Jossue Lorenzo (R), (I) Kelvin Soto (D); Sheriff—(I) Marcos Lopez (D), Donnie Martinez (R); Tax Collector—

Rafael Martinez (R), (I) Bruce Vickers (D); Property Appraiser—(I) Katrina Scarborough (D), Geny Shunnar (R); Supervisor of Elections—(I) Mary Jane Arrington (D), Jim Trautz (R).

Florida Legislature: State Senate District 25—Kristen Arrington (D), Jose Martinez (R); State House District 35—Erika Booth (R), (I) Tom Keen (D); District 45—(I) Carolina Amesty (R), Leonard Spencer (D); District 46—Jose Alvarez (D), Michael Cruz (R), Dr. Ivan Rivera (NPA); District 47—Maria Revelles (D), (I) Paula Stark (R).

Congress: U.S. House of Representatives—Marcus Carter (NPA), Thomas Chalifoux (R), (I) Darren Soto (D); U.S. Senator—Feena Bonoan (Libertarian), Ben Everidge (NPA), Debbi Mucarsel-Powell (D), (I) Rick Scott (R).

Voters will also vote on state amendments regarding making School Board elections partisan races, the constitutional right to hunt and fish, marijuana legalization, abortion as a constitutional right, adjusting homestead exemptions for inflation and public campaign financing.

SOTO

Continued from Page 1

manner of death is homicide.”

But most damning is a series of comments mother Jennifer Soto made to investigators about why she directed Stephan and Madeline to sleep in an upstairs bedroom around 11 p.m. on Feb. 25, which would be the last time she saw her daughter.

As she was just waking up the next morning, she said she heard everyone “getting ready” that morning making noise in the kitchen but wasn’t sure who it was—this report makes the first references in the nearly six-month case to two female roommates. One had a 17-year-old son who stayed there occasionally. She noted that Sterns rarely took Madeline to school. The report stated an investigator showed her a photo from Sterns’ phone of a nude female in a bathroom; the roommate identified the person as herself, and said she did not give him permission to take the photo.

The other roommate spoke mostly Spanish.

Jennifer told investigators for years she was “hyper-vigilant” and would “never trust a man around my kids.”

“I was hyper-vigilant about how (Sterns) was around her ... but nothing was ever truly weird ... I trusted him enough

to let that happen (sleep in the same room) that night,” she said during one interview. In another, she said she considered Stephan as one of her best friends, and that Jennifer stated she allowed Stephan and Madeline to sleep in the same room because she trusted Stephan, and he “treated her as his daughter.”

This contradicts a statement Jennifer made to police that she, “Didn’t feel comfortable with Madeline sleeping with Stephan.” But, she recalled telling them to go to sleep together on the 25th, “A selfish move because she wanted a good night’s sleep.”

Jennifer said she thought Madeline was taken on the walk from the church near Hunters Creek Middle School where Sterns said he dropped her off on Feb. 26. The reports show KPD began investigating their house the evening of Tuesday, Feb. 27, and asked everyone living there to find another place to stay that night.

During a police interview on March 1, Jennifer said she gave Stephan “the benefit of the doubt” that he had dropped her off at school on Feb. 26, and also claimed that, “Stephan is a master liar and a master

manipulator, as she recently had this conversation with Chris (Stephan’s father).”

In that conversation, Jennifer, “Assumed law enforcement was looking into Stephan because he was the last person to see Madeline, and she wanted to believe he had nothing to do with her going missing.”

And, when the detective showed her photographs of Sterns and Madeline engaged in sexual activity, “That is when she realized Stephan was guilty.”

From the detective’s report: “I asked her what she thought Stephan was guilty of, she replied, ‘He’s been grooming and abusing my child.’ I asked Jennifer if she thought Stephan killed Madeline and she said, ‘At this point, I do.’ I asked her why she thought that and she said we showed her a photograph of Madeline slumped over in Stephan’s vehicle. Jennifer said she felt like Stephan dumped her body somewhere, but she didn’t know where.”

Sterns remains held in jail on the charges. His trial has already been delayed twice; a status hearing is scheduled for Oct. 14. At the last hearing in July, Sterns’ defense team noted it was seeking depositions from around 170 witnesses.

OSCEOLA NEWS-GAZETTE
Year -133—No. 35

Owner/Publisher
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Associate Publisher
TONI ROWAN

Editor
KEN JACKSON

Production Manager
ANGELIQUE PRIORE

Business Manager
PAMELA BIKOWICZ

Legal Advertising
GARY LUGO

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From

OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

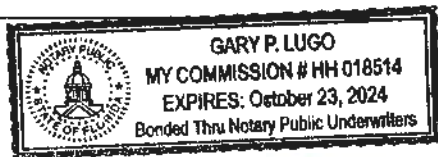
Before me, the undersigned authority, personally appeared Pamela Bikowicz, who under oath says that she is the Business Manager of the Osceola News-Gazette, a weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

SEPT. 5, 2024

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me
by Pamela Bikowicz, who is
personally known to me this

Pamela B.



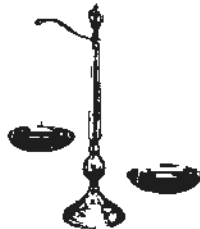
Gary P. Lugo

Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 9/5/24

*BUENA LAGO CDD
NOTICE OF PUBLIC HEARING
FY 2024/2025 BUDGET*

LAST PUBLICATION: 9/5/24



Make remittance to: Osceola News-Gazette
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Phone: 407-846-7600

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BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Buena Lago Community Development District ("District") will hold the following two public hearings and a regular meeting on **September 19, 2024, at 10:30 a.m., and located at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.** The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2024/2025; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Annual O&M Assessment(1)
Developed Lot	545	\$537.41

Annual O&M Assessment includes County collection costs and early payment discounts.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2024/2025. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager



VIEWPOINT

Letters To The Editor • Opinions • Columnists

The views expressed by those contributing to the Viewpoint page do not necessarily reflect those of this newspaper or its staff. The News-Gazette offers a venue for writers—and readers—to express their opinions, and presents them as "opinions" or editorials, and not news.

FROM THE EDITOR

To some candidates, your primary votes were pretty darn important

By Ken Jackson

There was quite the buzz around town about the Aug. 20 primary election. A lot of you talked about our local candidates and how it's the start of another very "interesting" election season.

And then, when it came time to cast votes, only 17.25%—just over 1 out of 6 of the 55% of you who live in Osceola County who are registered—made your decision heard.

Some of you have excuses, not reasons, for not voting. "It's just a primary ... I come from Puerto Rico where we just vote once every four years ... I forgot to apply for a mail-in ballot and I didn't have time ... I'm an independent and none of those part races are on my ballot."

Those are the common ones. To me, there are no "unimportant" or "less important" elections. Our votes count the same in any race—one for the candidates we select. I've never missed casting a ballot in my life when given the opportunity, going back to 1992. I go even when there's just one item on the ballot, and

it takes me longer to pull in the parking spot and walk into the precinct than it does to fill in the bubble.

I go every time because I would never want our government to think I didn't consider my vote important.

Local races—Kissimmee and St. Cloud city commissions and School Board—were on everybody's primary ballots, along with the judges' races. That's even if you are registered as a third-party or No Party Affiliation (NPA) voter. And those races have more impact on your daily life than however you swing in Trump/Harris or even a U.S. Senate race.

Impact—if you live in Kissimmee, it doesn't get more impactful than the mayor. In a race where the leader only got 30% of the vote, the Nov. 5 runoff will be really important. It became really, really important when second place was settled by just six votes. And then the two candidates who fought for second and third were even more pained when they found out about 280 city voters didn't turn over their ballot and vote that or other city

votes, even though their ballot noted at the bottom, "Vote both sides of ballot." (Come to think about it, I didn't check the back of my Orange County ballot, or note if it said anything about that side. My wife said she checked the back of hers, but we have different party ballots.)

"I should be happy, but I'm actually disappointed," said John Cortes, who under the circumstances will face Jackie Espinosa in the Nov. 5 winner-take-all election.

For grassroots candidates, some on the ballot for the first time, you won't see their names again if you were among the 83% who didn't vote. And, since two School Board races were settled in the primaries because they garnered more than 50% of the vote in multi-way races, those vote-less souls won't get to complain about the jobs Bethzaida Garcia and Anthony Cook do on the board after they get sworn in in November.

Osceola's election officials expect voter turnout over 70% in the Nov. 5 general election. Why can't we get that closer to 100%?

Let your vote count—let it be important.

GUEST EDITORIAL

Helping your loved ones as you get older

By Michelle Woodbrey

I know that everyone is not as fortunate as I am to have several family members who I know love me. I am so grateful, and I love them in return. I will do almost everything I can to make their lives better and they do the same for me. Picking them up from the airport or making chicken soup if they are ill, watching their kids or their pets (or their kid's pets), etc.

I will gladly do whatever is needed of me but at the same time, I always try to minimize how much I ask of others. I don't want to burden them. This is common and normal. Does this resonate with you?

With Grandparents' Day coming along on Sept. 8, it is good to be mindful of what you can do now to minimize the burden on your loved ones as you get older. It all starts by being realistic.

We know we are all going to pass away sometime. Sadly, there is no way around this. Putting off thinking about our own death or incapacity won't make it not happen. What it does do though is leave all the hard decisions and work for those who love us that we are leaving behind.

Commonly, people express that their desire is to stay in their home. They are adamant about it, but they do not have

the foresight to realize that it doesn't often happen by chance. I've heard it all including "the only way I am leaving this house is in a box!" Realistically, there are many reasons why that may not be possible. Being realistic about how your needs would be met if you can't stay home does not diminish your independence. It offers your family some freedom from having to make really hard decisions for you.

Examine any concerns you have about getting support if you need it. Consider how your care needs could be met if you do end up needing help around the clock. Figure out how best to utilize your financial resources. Think about whether you want to be closer to family or stay near where you are. So many adult children of people who suddenly need care, unnecessarily grapple with knowing what their parents would want.

In not leaving your family to make difficult decisions without knowing what you want, choose not to burden them with your stuff. Downsize and minimize. You don't even have to move out to downsize. The Chinese philosopher Lao Tzu said: "The journey of a thousand miles begins with one step." Start by cleaning out one room. Do you really need all of that old paperwork? Those older

newspapers? Clothes that don't fit anymore?

You can also make it easier for your loved ones by giving them the answers to the questions they will have. Communicate with them about whether you want to be resuscitated if your heart stops. How much medical intervention, like feeding tubes, would you want if they must decide for you? What do you want after you pass away? Do you want them to consider things like donating your body to science or organ donation? What do you want your memorial service to be like?

They will also need to find all of your account numbers, login information, portals and passwords, and information to tie up loose ends with utility companies and the banks. What credit cards need to be cancelled? Which auto-ship services should they know about to cancel? Where is the key to the storage box or safe? Do you want your profile deleted from social media?

I accept that my fate is inevitable and I feel much better about the future knowing what I can do for my loved ones at a time when they need me the most.

Michelle Woodbrey is the co-founder of 2Sisters Senior Living Advisors has been working in the field of senior living for over 20 years.

Want to write a letter to the editor?

Email it to Editor Ken Jackson at editor@osceolanewsgazette.com.

OSCEOLA NEWS-GAZETTE
Year -133—No. 36

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BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.

2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Buena Lago Community Development District ("District").

3. Among other things, my duties include preparing and transmitting correspondence relating to the District.

4. I do hereby certify that on August 20, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.

5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.



By: Curtis Marcoux, Financial Analyst

SWORN AND SUBSCRIBED before me by means of physical presence or online notarization this 20th day of August 2024, by Curtis Marcoux, for Wrathell, Hunt & Associates LLC, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

NOTARY PUBLIC

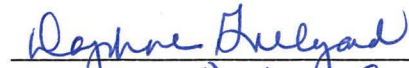

Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Mailed Notice
EXHIBIT B: List of Addresses

Buena Lago
Community Development District
OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431
Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

August 20, 2024

VIA FIRST CLASS MAIL

DR Horton Inc
10192 Dowden Rd
Orlando, FL 32832
PARCEL ID: See "Exhibit B" Attached

RE: Buena Lago Community Development District
Fiscal Year 2024/2025 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Buena Lago Community Development District ("**District**") will be holding two public hearings and a Board of Supervisors' ("**Board**") meeting for the purposes of: (1) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"), and (2) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget for Fiscal Year 2024/2025, on **September 19, 2024, at 10:30 a.m., and located at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,



Daniel Rom
District Manager

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Summary of O&M Assessments

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Land Use	Total # of Units / Acres	Annual O&M Assessment(1)
Developed Lot	545	\$537.41

(1) Annual O&M Assessment includes County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2024/2025, the District expects to collect no more than **\$292,889** in gross revenue.

Exhibit B

Parcel ID	Owner1
32-26-31-3514-0001-3650	D R HORTON INC
32-26-31-3514-0001-3660	D R HORTON INC
32-26-31-3514-0001-3670	D R HORTON INC
32-26-31-3514-0001-3680	D R HORTON INC
32-26-31-3514-0001-3690	D R HORTON INC
32-26-31-3514-0001-3700	D R HORTON INC
32-26-31-3514-0001-3710	D R HORTON INC
32-26-31-3514-0001-3720	D R HORTON INC
32-26-31-3514-0001-3730	D R HORTON INC
32-26-31-3514-0001-3740	D R HORTON INC
32-26-31-3514-0001-3750	D R HORTON INC
32-26-31-3514-0001-3760	D R HORTON INC
32-26-31-3514-0001-3770	D R HORTON INC
32-26-31-3514-0001-3780	D R HORTON INC
32-26-31-3514-0001-3790	D R HORTON INC
32-26-31-3514-0001-3800	D R HORTON INC
32-26-31-3514-0001-3810	D R HORTON INC
32-26-31-3514-0001-3820	D R HORTON INC
32-26-31-3514-0001-3830	D R HORTON INC
32-26-31-3514-0001-3840	D R HORTON INC
32-26-31-3514-0001-3850	D R HORTON INC
32-26-31-3514-0001-3860	D R HORTON INC
32-26-31-3514-0001-3870	D R HORTON INC
32-26-31-3514-0001-3880	D R HORTON INC
32-26-31-3514-0001-3890	D R HORTON INC
32-26-31-3514-0001-3900	D R HORTON INC
32-26-31-3514-0001-4320	D R HORTON INC
32-26-31-3514-0001-4330	D R HORTON INC
32-26-31-3514-0001-4340	D R HORTON INC
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32-26-31-3514-0001-4470	D R HORTON INC
32-26-31-3514-0001-4480	D R HORTON INC
32-26-31-3514-0001-4490	D R HORTON INC
32-26-31-3514-0001-4500	D R HORTON INC
32-26-31-3514-0001-4510	D R HORTON INC

Exhibit B

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32-26-31-3514-0001-4530	D R HORTON INC
32-26-31-3514-0001-4540	D R HORTON INC
32-26-31-3514-0001-4550	D R HORTON INC
32-26-31-3514-0001-4560	D R HORTON INC
32-26-31-3514-0001-4570	D R HORTON INC
32-26-31-3514-0001-4580	D R HORTON INC
32-26-31-3514-0001-4590	D R HORTON INC
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32-26-31-3514-0001-4650	D R HORTON INC
32-26-31-3514-0001-4660	D R HORTON INC
32-26-31-3514-0001-4670	D R HORTON INC
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32-26-31-3514-0001-4690	D R HORTON INC
32-26-31-3514-0001-4700	D R HORTON INC
32-26-31-3514-0001-4710	D R HORTON INC
32-26-31-3514-0001-4720	D R HORTON INC
32-26-31-3514-0001-4730	D R HORTON INC

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Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

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August 20, 2024

VIA FIRST CLASS MAIL

Forestar (USA) Real Estate Group Inc
2221 E Lamar Blvd Ste 790
Arlington, TX 76006
PARCEL ID: See "Exhibit B" Attached

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Fiscal Year 2024/2025 Budget and O&M Assessments

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BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7C

RESOLUTION 2024-17

[AMENDED¹ ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Buena Lago Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**FY 2025**”), attached hereto as **Exhibit A**; and

WHEREAS, in order to fund the District’s Adopted Budget, the District’s Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT:

1. FUNDING. As indicated in **Exhibits A and B**, the District’s Board hereby authorizes the following funding mechanisms for the Adopted Budget:

- a. OPERATIONS AND MAINTENANCE FUNDING AGREEMENT.** The District’s Board hereby authorizes a deficit funding agreement to fund a portion of the operations and maintenance services set forth in the District’s Adopted Budget, as set forth in **Exhibit A**.

¹ This Resolution amends the District’s previously adopted Resolution 2014-14.

b. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- i. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- ii. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- iii. Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

- c. DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. [RESERVED.]**

- ii. Debt service assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
 - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 19th day of September, 2024.

ATTEST:

**BUENA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8

FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT** (“**Agreement**”) is made and entered into this 19th day of September, 2024, by and between:

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, the owner and developer of lands within the boundary of the District, whose mailing address is 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 (“**Developer**”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2025 (“**FY 2025 Budget**”), which begins on October 1, 2024 and ends on September 30, 2025, and has levied and imposed operations and maintenance assessments (“**O&M Assessments**”) on lands within the District to fund a portion of the FY 2025 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any “**Budget Deficit**,” representing the difference between the FY 2025 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District any monies (“**Developer Contributions**”) necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers’ consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request funding for the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general

fund budget set forth in **Exhibit A**. The District shall have no obligation to repay any Developer Contribution provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Its: _____

EXHIBIT A: FY 2025 Budget

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

9AI

BILL OF SALE AND LIMITED ASSIGNMENT
[IRRIGATION IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 19th day of September, 2024, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 (“**Developer**”), **Buena Lago Homeowners Association, Inc.**, a Florida not-for-profit, with an address of 811 Mabbette Street, Kissimmee, Florida 34741 (“**Association**”), and **Buena Lago Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, Association and Grantee, intending to be legally bound, do hereby agree as follows:

1. Developer and Association hereby transfer, grant, convey, and assign to Grantee all of their respective right, title and interest of Developer and Association, if any, in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of their respective right, title, interest, and benefit of Developer and Association, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Developer and Association each hereby covenants that: (i) Developer and Association is each the lawful owner of its respective interest in the Property; (ii) the Property is free from any liens or encumbrances and the Developer and Association each covenants to timely address any such liens or encumbrances with respect to their respective interests, if and when filed; (iii) Developer and Association each has good right to sell the Property; and (iv) the Developer and Association will each warranty and defend the sale of their respective interests in the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Developer or Association, as the case may be.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Developer or Association. The District agrees that neither Developer nor Association shall be responsible or liable to the District for any defect, errors, or omissions in or relating to, their respective interests in the Property, latent or otherwise, or on account of any

other conditions affecting their respective interests in the Property, **“AS IS, WHERE IS”, AND “WITH ALL FAULTS”**.

4. The Developer and Association each represents that it has no knowledge of any latent or patent defects in their respective interests in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Developer and Association each affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Name: _____
Address: _____

Name: _____
Title: _____

By: _____
Name: _____
Address: _____

**STATE OF TEXAS
COUNTY OF TARRANT**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2024, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

**BUENA LAGO HOMEOWNER’S ASSOCIATION,
INC.**, a Florida not-for-profit corporation

Witness Name: _____ By: _____
Address: _____ Name: _____
_____ Title: _____

Witness Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2024, by _____, as _____ of Buena Lago Homeowner’s Association, Inc., a Florida not-for-profit corporation, for and on behalf of said entity. He/She [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A

Irrigation Improvements – All irrigation systems, including but not limited to wells, pumps, pipes, structures, fittings, valves, spray heads and related system components, located within or upon Tracts A, B1, B2, C, D, E, H, J, K, M, N, O, RW1, U, V, X, Z, CC, DD, EE, FF, GG and NN, and all utility easement areas including those labeled “Utility Easements” and “Drainage and Utility Easements” as identified on the plat entitled, *Buena Lago Phase 1 and 2*, as recorded at Plat Book 32, Pages 29 - 36, of the Official Records of Osceola County, Florida.

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

9BI

**NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT
(Irrigation)**

THIS NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT is made this 19th day of September, 2024, by and between:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, whose address is 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 (“**Developer**”); and

Buena Lago Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 811 Mabbette Street, Kissimmee, Florida 34741 (“**Association**”); and

Buena Lago Community Development District, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”).

Recitals

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, the Developer and Association desire to formally grant to, and/or clarify the terms of, the utility easements over the properties more particularly described herein for the purposes of the District operating and maintaining the irrigation system; and

WHEREAS, Developer and Association each grant to the District a perpetual easement over the Easement Areas as defined herein, and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of all parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement.

2. GRANT OF NON-EXCLUSIVE EASEMENT. Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts A, B1, B2, C, D, E, H, J, K, M, N, O, RW1, U, V, X, Z, CC, DD, EE, FF, GG and NN, and all utility easement areas including those labeled “Utility Easements” as identified on the plat entitled, ***Buena Lago Phase 1 and 2, as recorded at Plat Book 32, Pages 29-36, of the Official Records of Osceola County, Florida.***

3. INCONSISTENT USE. Grantor agrees and covenants that it shall not grant or exercise any rights in the property inconsistent with, or which interfere with, the rights herein accorded to District. Grantor shall be free to make any use of the property which is consistent with District’s intended use.

4. DEFAULT. A default by any party under this Utility Easement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

5. MODIFICATION; WAIVER. No modification or amendment of this Utility Easement may be made except by written agreement between the parties. No failure by any person or entity now or hereafter bound by this Utility Easement to insist upon the strict performance of any covenant, duty, agreement or condition of this Utility Easement, or to exercise any right or remedy upon a breach of this Utility Easement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. Any person or entity now or hereafter bound by any provision of this Utility Easement may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto; provided, however, that such waiver must be affected by a written instrument signed by the waiving party.

6. ATTORNEYS’ FEES. In the event that either party seeks to enforce this Utility Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Utility Easement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To District: Buena Lago Community Development District
c/o Wrathell, Hunt and Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Daniel Rom

With a copy to: Kutak Rock, LLP
107 W. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

To Developer: Forestar (USA) Real Estate Group Inc.
10700 Pecan Park Blvd, Suite 150
Austin, Texas 78750

To Association: Buena Lago Homeowners
Association, Inc.
811 Mabbette Street
Kissimmee, Florida 34741

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Grantor may deliver Notice on behalf of District and Grantor.

8. THIRD PARTIES. This Utility Easement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Utility Easement. Nothing in this Utility Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Utility Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Utility Easement against any interfering third party. Nothing contained in this

Utility Easement shall limit or impair the District's right to protect its rights from interference by a third party.

9. CONTROLLING LAW. This Utility Easement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue shall be in Osceola County, Florida.

10. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Utility Easement are public records and are to be treated as such in accordance with Florida law.

11. BINDING EFFECT. This Utility Easement and all of the provisions of this Utility Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.

12. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Utility Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

13. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared to be severable.

14. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

FORESTAR (USA) REAL ESTATE GROUP INC., a
Delaware corporation

Witness Name: _____ By: _____
Address: _____ Name: James D. Allen
Title: Executive Vice President

Witness Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2024, by James D. Allen, as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, for and on behalf of said entity. He/She [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal the day and year first above written.

**BUENA LAGO HOMEOWNER'S ASSOCIATION,
INC.**, a Florida not-for-profit corporation

Witness Name: _____ By: _____
Address: _____ Name: _____
Title: _____

Witness Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2024, by _____, as _____ of Buena Lago Homeowner's Association, Inc., a Florida not-for-profit corporation, for and on behalf of said entity. He/She [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

IN WITNESS WHEREOF, the District has hereunto set its hand and seal the day and year first above written.

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

Witness Name: _____

Address: _____

Chairman, Board of Supervisors

Witness Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2024, by _____, as Chairman of the Board of Supervisors of the Buena Lago Community Development District, special-purpose unit of local government, for and on behalf of said entity. He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS**

July 23, 2024

Buena Lago Community Development District
c/o Craig Wrathell, District Manager
Wrathell Hunt & Associations, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Buena Lago Phase 5 Improvements
(Earthwork & Materials)

Dear Craig,

Pursuant to the *Acquisition Agreement*, effective May 9, 2022 ("**Acquisition Agreement**"), by and between the Buena Lago Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed, or partially completed, and wishes to sell ("**Sale**") to the District certain "**Improvements**" and "**Work Product**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from future bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements and Work Product.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The parties agree that certain portions of the Improvements may only be partially complete, as indicated in **Exhibit A**, and the Developer agrees to complete and convey, and the District agrees to acquire, the balance of any unfinished Improvements at the time of completion of such Improvements and pursuant to the Acquisition Agreement.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County for turnover of the roadways (which comprise a portion of the Improvements) to the County.

[CONTINUED ON FOLLOWING PAGE]

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

Agreed to by:
**BUENA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

FORESTAR (USA) REAL ESTATE GROUP INC.

Shelley Kaercher
Chair, Board of Supervisors

[SIGNATURE ON FOLLOWING PAGE]

Name: James D. Allen

Title: Executive Vice President

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

Agreed to by:
**BUENA LAGO COMMUNITY DEVELOPMENT
DISTRICT**

FORESTAR (USA) REAL ESTATE GROUP INC.

[SIGNATURE ON PRIOR PAGE]

_____, Board of Supervisors



Name: James D. Allen

Title: Executive Vice President

EXHIBIT A

Description of Buena Lago Phase 5 Improvements (Earthwork & Materials)

Surface Water Management – Those certain materials for the drainage and surface water management systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract L2-R (Stormwater Pond) and any “Drainage Easements” and “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
SILT FENCE	\$6,649.50	\$5,984.55	\$-	\$664.95
DOUBLE SILT FENCE	\$9,758.00	\$8,782.20	\$-	\$975.80
CLEARING - BURN ON SITE	\$15,000.00	\$13,500.00	\$-	\$1,500.00
MOW AND DISK	\$9,379.80	\$8,441.82	\$-	\$937.98
EXCAVATION	\$496,810.02	\$402,416.12	\$49,681.00	\$44,712.90
EMBANKMENT	\$178,655.82	\$144,711.22	\$17,865.58	\$16,079.02
MUCK EXCAVATION	\$558,269.52	\$502,442.56	\$-	\$55,826.96
POND GRADING	\$8,268.80	\$5,953.54	\$1,653.76	\$661.50
DEWATERING	\$275,897.22	\$248,307.50	\$-	\$27,589.72
15" RCP - MATERIAL	\$15,467.52	\$13,920.77	\$-	\$1,546.75
18" RCP - MATERIAL	\$68,707.36	\$61,836.62	\$-	\$6,870.74
24" RCP - MATERIAL	\$48,170.08	\$43,353.07	\$-	\$4,817.01
30" RCP - MATERIAL	\$47,437.12	\$42,693.41	\$-	\$4,743.71
STORM MANHOLE - MATERIAL	\$4,715.51	\$4,243.96	\$-	\$471.55
18" MES - MATERIAL	\$3,364.08	\$3,027.67	\$-	\$336.41
24" MES - MATERIAL	\$5,521.20	\$4,969.08	\$-	\$552.12
30" MES - MATERIAL	\$19,067.40	\$17,160.66	\$-	\$1,906.74
P-1 INLET - MATERIAL	\$7,192.98	\$6,473.68	\$-	\$719.30
P-2 INLET - MATERIAL	\$114,042.30	\$102,638.07	\$-	\$11,404.23
TYPE C INLET - MATERIAL	\$27,314.52	\$24,583.06	\$-	\$2,731.46
H CONTROL STRUCTURE - MATERIAL	\$13,789.54	\$12,410.59	\$-	\$1,378.95
WELL POINTS	\$44,910.72	\$40,419.65	\$-	\$4,491.07
TOTALS:	\$1,978,389.01	\$1,718,269.80	\$69,200.34	\$190,918.87

Wastewater Utilities – Those certain materials for the wastewater systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract R (Lift Station) and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
8" PVC 0-6 SDR 26 - MATERIAL	\$22,594.88	\$20,335.39	\$-	\$2,259.49
8" PVC 6-8 SDR 26 - MATERIAL	\$19,770.52	\$17,793.47	\$-	\$1,977.05

8" PVC 8-10 SDR 26 - MATERIAL	\$13,351.52	\$12,016.37	\$-	\$1,335.15
8" PVC 10-12 SDR 26 - MATERIAL	\$12,324.48	\$11,092.03	\$-	\$1,232.45
8" PVC 12-14 SDR 26 - MATERIAL	\$11,810.96	\$10,629.86	\$-	\$1,181.10
8" PVC 14-16 SDR 26 - MATERIAL	\$1,027.60	\$924.84	\$-	\$102.76
MANHOLE 0-6 - MATERIAL	\$39,055.20	\$35,149.68	\$-	\$3,905.52
MANHOLE 6-8 - MATERIAL	\$42,290.84	\$38,061.76	\$-	\$4,229.08
MANHOLE 8-10 - MATERIAL	\$45,141.32	\$40,627.19	\$-	\$4,514.13
MANHOLE 10-12 - MATERIAL	\$23,613.28	\$21,251.95	\$-	\$2,361.33
MANHOLE 12-14 - MATERIAL	\$39,248.54	\$35,323.69	\$-	\$3,924.85
ARMOROCK MANHOLE 12-14 - MATERIAL	\$34,602.13	\$31,141.92	\$-	\$3,460.21
SINGLE LATERAL - MATERIAL	\$36,669.92	\$33,002.93	\$-	\$3,666.99
4" PVC FORCEMAIN - MATERIAL	\$15,138.00	\$13,624.20	\$-	\$1,513.80
FORCEMAIN FITTINGS - MATERIAL	\$17,479.30	\$15,731.37	\$-	\$1,747.93
FM 4" GATE VALVE - MATERIAL	\$2,593.68	\$2,334.31	\$-	\$259.37
LIFT STATION - MATERIAL	\$308,368.80	\$277,531.92	\$-	\$30,836.88
TOTALS:	\$685,080.97	\$616,572.88	\$0.00	\$68,508.09

Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,686.00	\$1,517.40	\$-	\$168.60
6" PVC - MATERIAL	\$1,808.80	\$1,627.92	\$-	\$180.88
8" PVC - MATERIAL	\$5,596.20	\$5,036.58	\$-	\$559.62
12" PVC - MATERIAL	\$270,668.80	\$243,601.92	\$-	\$27,066.88
WM SINGLE SERVICE - MATERIAL	\$2,669.46	\$2,402.51	\$-	\$266.95
WM DOUBLE SERVICE - MATERIAL	\$58,362.87	\$52,526.58	\$-	\$5,836.29
WATER FITTINGS - MATERIAL	\$41,045.41	\$36,940.87	\$-	\$4,104.54
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
12" GATE VALVE - MATERIAL	\$21,616.15	\$19,454.53	\$-	\$2,161.62
FIRE HYDRANT - MATERIAL	\$69,294.90	\$62,365.41	\$-	\$6,929.49
TOTALS:	\$479,894.05	\$431,904.63	\$-	\$47,989.42

Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,798.40	\$1,618.56	\$-	\$179.84

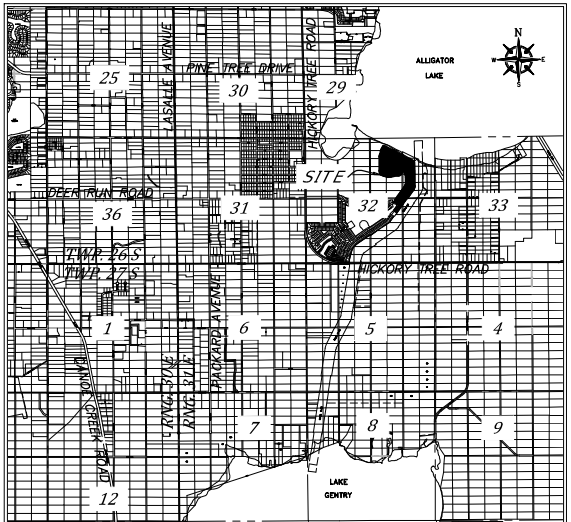
6" PVC - MATERIAL	\$32,558.40	\$29,302.56	\$-	\$3,255.84
8" PVC - MATERIAL	\$88,917.40	\$80,025.66	\$-	\$8,891.74
RM SINGLE SERVICE - MATERIAL	\$5,783.83	\$5,205.45	\$-	\$578.38
RM DOUBLE SERVICE - MATERIAL	\$54,267.23	\$48,840.51	\$-	\$5,426.72
RECLAIM FITTINGS - MATERIAL	\$16,879.57	\$15,191.61	\$-	\$1,687.96
6" GATE VALVE - MATERIAL	\$3,184.32	\$2,865.89	\$-	\$318.43
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
TOTALS:	\$210,534.61	\$189,481.15	\$-	\$21,053.46

TOTAL COSTS OF PHASE 5 MATERIALS				
Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Stormwater Materials	\$1,978,389.01	\$1,718,269.80	\$69,200.34	\$190,918.87
Wastewater Materials	\$685,080.97	\$616,572.88	\$0.00	\$68,508.09
Water Materials	\$479,894.05	\$431,904.63	\$-	\$47,989.42
Reuse Materials	\$210,534.61	\$189,481.15	\$-	\$21,053.46
TOTALS:	\$3,353,898.64	\$2,956,228.46	\$69,200.34	\$328,469.84

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 5 of the project as described in the District’s *Engineer’s Report – Amended and Restated*, dated June 18, 2024.

EXHIBIT B

VICINITY MAP
NOT TO SCALE



BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
PLAT BOOK 32, PAGES 29 THROUGH 36 AND
A PARTIAL REPLAT OF THE SEMINOLE LAND AND
INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF
SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
PLAT BOOK 28, PAGE 23
OSCEOLA COUNTY, FLORIDA

COMMUNITY DECLARATION FOR BUENA LAGO IS FILED IN O.R.B.
6165, PAGE 1278; FIRST SUPPLEMENTAL DECLARATION IS FILED
IN O.R.B. 6492, PAGE 187 OF THE PUBLIC RECORDS OF
OSCEOLA COUNTY, FLORIDA.

LEGAL DESCRIPTION

Tract L2, BUENA LAGO PHASE 1 AND 2, as recorded in Plat Book 32, Pages 29 through 36 of the Public Records of Osceola County, Florida and portions of Lots
13, 14, 18, 19, 20, 29, 30, 31, 34, 35, 36, 45, 46, 47, 50, 63, 66, 67 and 78, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF
SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST, as recorded in Plat Book 8, Page 28 of the Public Records of Osceola County, Florida, being more particularly
described as follows:
BEGIN at the northeast corner of Tract M, BUENA LAGO PHASE 1 AND 2, as recorded in Plat Book 32, Pages 29 through 36 of the Public Records of Osceola
County, Florida; thence run N54'50'22"W, along the North line of said Tract M, a distance of 124.17 feet to a point on the Eastern Right of Way of Malawi Trail,
BUENA LAGO PHASE 4, as recorded in Plat Book 34, Pages 88 through 91 of the Public Records of Osceola County, Florida, being a point on a Non-Tangent curve,
conceve to the Northwest, having a Radius of 775.00 feet and a Central Angle of 0'55'51"; thence along said Eastern Right of Way the following five (5) courses:
run Northeastly along the arc of said curve, a distance of 80.46 feet (Chord Bearing = N38'08'05"E, Chord = 80.43 feet) to the Point of Tangency; thence run
N35'09'38"E, a distance of 154.68 feet to the Point of Curvature of a curve conceve to the South, having a Radius of 25.00 feet and a Central Angle of 90'00'00";
thence run Easterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N80'09'38"E, Chord = 35.36 feet) to a point; thence run N35'09'38"E,
a distance of 50.00 feet to a point on a Non-Tangent curve, conceve to the East, having a Radius of 25.00 feet and a Central Angle of 90'00'00"; thence run
Northerly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N09'50'22"W, Chord = 35.36 feet) to a point on the Northern Right of Way of
Moser Road of said BUENA LAGO PHASE 4; thence along said Northern Right of Way the following four (4) courses: run N54'49'44"W, a distance of 50.01 feet to
a point on a Non-Tangent curve, conceve to the North, having a Radius of 25.00 feet and a Central Angle of 90'01'19"; thence run Westerly along the arc of said
curve, a distance of 39.28 feet (Chord Bearing = S80'08'03"W, Chord = 35.36 feet) to a point; thence run N54'50'22"W, a distance of 2.28 feet to a point on a
Non-Tangent curve, conceve to the South, having a Radius of 275.00 feet and a Central Angle of 42'28'57"; thence run Westerly along the arc of said curve, a
distance of 203.30 feet (Chord Bearing = N76'04'52"W, Chord = 199.26 feet) to a point on the East line of Lot 413 of said BUENA LAGO PHASE 4; thence run
N07'19'26"W, along said East line, a distance of 108.16 feet; thence run S59'09'51"E, a distance of 31.54 feet to the Point of Curvature of a curve conceve to the
North, having a Radius of 50.00 feet and a Central Angle of 44'41'23"; thence run Southeastly along the arc of said curve, a distance of 39.00 feet (Chord
Bearing = S81'50'32"E, Chord = 38.02 feet) to a point on a Non-Tangent curve, conceve to the Northwest, having a Radius of 91.00 feet and a Central Angle of
31'27'45"; thence run Northeastly along the arc of said curve, a distance of 49.87 feet (Chord Bearing = N45'35'52"E, Chord = 49.34 feet) to the Point of
Tangency; thence run N35'10'00"E, a distance of 661.15 feet to the Point of Curvature of a curve conceve to the West, having a Radius of 331.00 feet and a
Central Angle of 36'00'00"; thence run Northerly along the arc of said curve, a distance of 207.97 feet (Chord Bearing = N17'10'00"E, Chord = 204.57 feet) to the
Point of Tangency; thence run N00'49'59"W, a distance of 186.19 feet to a point on a Non-Tangent curve, conceve to the Southwest, having a Radius of 449.34
feet and a Central Angle of 44'8'24"; thence run Northwestly along the arc of said curve, a distance of 347.47 feet (Chord Bearing = N24'45'16"W, Chord =
338.88 feet) to a point; thence run N70'50'30"W, a distance of 16.07 feet to a point on a South Florida Water Management District Conservation Easement as
described in Official Records Book 6078, Page 472 of the Public Records of Osceola County, Florida, being a Non-Tangent curve, conceve to the Northwest,
having a Radius of 170.00 feet and a Central Angle of 124'12'28"; thence along said Conservation Easement the following twenty-eight (28) courses: run
Southwesterly along the arc of said curve, a distance of 368.54 feet (Chord Bearing = S30'31'53"W, Chord = 300.49 feet) to a point; thence run N84'46'52"W,
a distance of 79.02 feet to a point on a Non-Tangent curve, conceve to the South, having a Radius of 415.00 feet and a Central Angle of 0'30'57"; thence run
Westerly along the arc of said curve, a distance of 219.66 feet (Chord Bearing = S77'35'09"W, Chord = 219.63 feet) to a Point of Reverse Curve; thence run
North, having a Radius of 345.00 feet and a Central Angle of 27'56'56"; thence run Westerly along the arc of said curve, a distance of 168.29 feet (Chord Bearing
= N89'54'22"W, Chord = 166.63 feet) to the Point of Tangency; thence run N75'55'54"W, a distance of 129.43 feet to a point on a Non-Tangent curve, conceve to
the Northwest, having a Radius of 245.00 feet and a Central Angle of 72'55'55"; thence run Northwestly along the arc of said curve, a distance of 324.69 feet
(Chord Bearing = N37'57'57"W, Chord = 301.44 feet) to a point; thence run N00'00'01"W, a distance of 566.30 feet to a point on a Non-Tangent curve, conceve
to the East, having a Radius of 245.00 feet and a Central Angle of 29'19'45"; thence run Northerly along the arc of said curve, a distance of 125.43 feet (Chord
Bearing = N14'40'07"E, Chord = 124.06 feet) to a point on a Non-Tangent curve, conceve to the East, having a Radius of 170.00 feet and a Central Angle of 43'36'19";
thence run Northerly along the arc of said curve, a distance of 132.35 feet (Chord Bearing = N07'01'48"E, Chord = 129.03 feet) to the Point of Tangency; thence run N29'19'57"E, a distance of 198.71 feet; thence run S60'00'20"E, a distance of 20.00
feet; thence run S87'50'32"E, a distance of 100.17 feet; thence run S64'01'24"E, a distance of 100.17 feet; thence run S58'08'19"E, a distance of 100.31 feet;
thence run S76'06'12"E, a distance of 103.74 feet; thence run S60'01'12"E, a distance of 100.01 feet; thence run S58'24'56"E, a distance of 100.08 feet; thence
run S57'56'19"E, a distance of 100.11 feet; thence run S59'52'33"E, a distance of 100.01 feet; thence run S67'50'12"E, a distance of 99.79 feet; thence run
S87'52'36"E, a distance of 100.22 feet; thence run S61'40'55"E, a distance of 100.02 feet; thence run S81'03'04"E, a distance of 100.00 feet; thence run
S61'39'21"E, a distance of 28.96 feet; thence run S56'43'28"E, a distance of 30.78 feet; thence run S71'43'22"E, a distance of 41.15 feet; thence run S61'52'51"E,
a distance of 124.83 feet to a point on the Westerly Right of Way of Canal C-33; thence along said Westerly Right of Way the following five (5) courses: run
S00'50'22"E, a distance of 999.28 feet to the Point of Curvature of a curve conceve to the West, having a Radius of 240.00 feet and a Central Angle of 36'00'00";
thence run Southerly along the arc of said curve, a distance of 150.80 feet (Chord Bearing = S17'03'38"W, Chord = 148.33 feet) to the Point of Tangency; thence
run S35'09'38"W, a distance of 45.00 feet; thence run N54'50'22"W, a distance of 15.00 feet; thence run S35'09'38"W, a distance of 730.00 feet to the POINT OF
BEGINNING.

Containing 43.57 acres, more or less.

SHEET INDEX table with columns: SHEET, DEDICATION, LEGAL DESCRIPTION, NOTES

LEGEND

Legend table mapping symbols and abbreviations to their full names (e.g., C.H.D. CHORD, D.E. DRAINAGE EASEMENT, P.O.L. POINT ON LINE, etc.)

- DENOTES 1/2" IRON ROD WITH CAP 'PRM L.B. 966'
- DENOTES 1/2" IRON ROD WITH CAP 'L.B. 966'
- DENOTES NAIL AND DISK 'PCCP L.B. 966'
- DENOTES 4"x4" CONCRETE MONUMENT 'SFWMD' (PRM)

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

DEDICATION BUENA LAGO PHASE 5

KNOW ALL MEN BY THESE PRESENTS, THAT FORESTAR (USA) REAL ESTATE GROUP INC., a DELAWARE CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT ENTITLED BUENA LAGO PHASE 5 FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES THE STREETS, UTILITY EASEMENTS, DRAINAGE EASEMENTS AND EMERGENCY ACCESS INGRESS/EGRESS EASEMENT OVER TRACT L2-R TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed and sealed by the person(s) named below on 2024.

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: Chris Tyree Vice President

Witnesses section with signature lines for Print Name, State (FLORIDA), and Print Name (SEMINOLE COUNTY).

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE

NOTARIZATION, THIS _____ DAY OF _____ 2024, BY CHRIS TYREE, AS VICE PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION,

SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT NOTARY PUBLIC

NOTARY COMMISSION No. _____ NOTARY EXPIRATION _____

CERTIFICATE OF SURVEYOR

KNOW ALL BY THESE PRESENTS, THAT the undersigned, being a licensed surveyor registered in the State of Florida, does hereby certify that on 1/15/2024 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and plotted or subdivided; that permanent reference monuments have been placed as shown therein as required by Osceola County requirements and regulations, the survey was prepared under the undersigned responsible direction and supervision and that the survey data complies with all requirements of Chapter 177, F.S.; that permanent control points will be placed as required by Ch. 177, F.S.; and that said land is located in Section 32, Township 26 South, Range 31 East, Osceola County, Florida.

Richard D. Brown, P.S.M., Registration No. 3700

JOHNSTON'S SURVEYING 900 Cross Prarie Parkway Kissimmee, Florida 34744 Tel. (407) 847-2776 Fax (407) 847-4940

CERTIFICATE OF APPROVAL BY SURVEYOR REPRESENTING OSCEOLA COUNTY

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature..... Dated..... Florida Professional Surveyor and Mapper under contract to Osceola County, Florida

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: _____ County Engineer Date _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the Board of County Commissioners of Osceola County, Florida.

Chair/Vice Chair of the Board Attest: Clerk of the Board

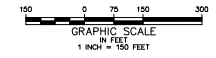
CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of the Osceola County Land Development Code, and was filed for record on _____ at _____ in and for Osceola County, Florida

File No. _____ In and for Osceola County, Florida

- NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT), REFERENCE BEARING BEING THE WESTERLY RIGHT OF WAY LINE OF THE CANAL C-33 RIGHT OF WAY AS S35'09'38"W.
2. ALL LOTS THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL, UNLESS OTHERWISE NOTED AS BEING NON-RADIAL (NR).
3. THERE ARE 1000 FOOT DRAINAGE AND UTILITY EASEMENTS ALONG ALL STREET RIGHT OF WAY LINES (UNLESS OTHERWISE DESIGNATED).
4. ALL PLATED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC UTILITY COMMISSION.
5. ALL LANDSCAPING ELEMENTS WITHIN THIS DEVELOPMENT INCLUDING TREES IN RIGHT OF WAYS AND TRACTS DEDICATED TO OSCEOLA COUNTY AS REQUIRED BY THE OSCEOLA COUNTY LAND DEVELOPMENT CODE SHALL BE MAINTAINED BY THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT. ACCORDINGLY, TRACT IH (LANDSCAPE) AND TRACT JI (LANDSCAPE) ARE HEREBY DEDICATED TO THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT. THE DISTRICT SHALL BE RESPONSIBLE FOR THE OWNERSHIP, MAINTENANCE, REPAIR AND REPLACEMENT OF IMPROVEMENTS LOCATED THEREON.
6. ALL STREET LIGHTS IN THIS DEVELOPMENT ARE TO BE OWNED AND MAINTAINED BY THE ORLANDO UTILITIES COMMISSION (OUC) IN ACCORDANCE WITH A SERVICE AGREEMENT FOR LIGHTING WITH THE LIGHTING PROVIDER.
7. DRAINAGE EASEMENTS SHOWN HEREON ARE TO BE OWNED AND MAINTAINED BY THE LOT OWNER, PROVIDED HOWEVER THAT THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT SHALL BE RESPONSIBLE FOR THE OWNERSHIP, MAINTENANCE, REPAIR AND REPLACEMENT OF IMPROVEMENTS LOCATED THEREON.
8. THE FOLLOWING TRACTS SHOWN HEREON ARE TO BE OWNED AND MAINTAINED BY THE BUENA LAGO HOMEOWNERS ASSOCIATION, INC. AND WILL BE CONVEYED BY SEPARATE INSTRUMENT, THE PURPOSE OF EACH TRACT IS AS NOTED:
TRACT O (OPEN SPACE/RECREATION), TRACT P (OPEN SPACE/RECREATION), TRACT T (OPEN SPACE), TRACT W (OPEN SPACE/RECREATION), TRACT Y (ACCESS), TRACT ZO (BUFFER), TRACT PP (BUFFER) AND TRACT QO (BUFFER)
TRACT L2-R (STORMWATER POND) WILL BE OWNED AND MAINTAINED BY THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT AND CONVEYED BY SEPARATE INSTRUMENT.
TRACT R (LIFT STATION) WILL BE OWNED AND MAINTAINED BY THE TOHOPEKALIGA WATER AUTHORITY (TWA) AND CONVEYED BY SEPARATE INSTRUMENT.
11. THE NAMED STREETS SHOWN HEREON ARE PUBLIC RIGHT OF WAY DEDICATED TO OSCEOLA COUNTY BY THIS PLAT.
12. OSCEOLA COUNTY, OR THE CITY OR TOWN OR CLOUD IN THE EVENT OF ANNEXATION INTO THE MUNICIPAL BOUNDARIES OF THE CITY, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, STORMWATER MANAGEMENT AREAS AND THE DRAINAGE EASEMENTS, INCLUDING WITHOUT LIMITATION THE DRAINAGE SYSTEMS CONSTRUCTED THEREON. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF OSCEOLA COUNTY, OR THE CITY OR TOWN OR CLOUD IN THE EVENT OF ANNEXATION INTO THE MUNICIPAL BOUNDARIES OF THE CITY, FOR SAID PURPOSE.
13. THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT SHALL HAVE THE RIGHT TO CONSTRUCT, INSTALL, ACQUIRE AND OWN ROADWAYS WITHIN THE RIGHTS OF WAY FOR TRANSFER UPON COMPLETION TO THE COUNTY.
14. THE BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT SHALL HAVE THE RIGHT TO CONSTRUCT, INSTALL, ACQUIRE AND OWN WATER, SEWER AND OTHER UTILITIES WITHIN THE UTILITY EASEMENTS AND RIGHTS OF WAY FOR TRANSFER UPON COMPLETION TO THE CITY OF ST. CLOUD.
15. ANY TRACTS DEDICATED AND/OR CONVEYED TO THE BUENA LAGO HOMEOWNERS ASSOCIATION, INC. ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.
16. LOT CORNERS DEPICTED HEREON WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9), (10), (11) AND (12), FLORIDA STATUTES.
17. PROPERTY INFORMATION: AT THE TIME OF RECORDING THIS PROPERTY IS SUBJECT TO THE FOLLOWING MATTERS OF RECORD WHICH ARE BLANKET IN NATURE AND NOT PLOTTABLE:
- Motel & Motelwater Service Agreement recorded in Official Records Book 5171, Page 2735 of the Public Records of Osceola County, Florida.
- Notice of Establishment of the Buena Lago Community Development District recorded in Official Records Book 6183, page 1056; as affected by the Notice of Boundary Amendment recorded in Official Records Book 6313, page 2972.
- Notice of Special Assessments by the Buena Lago Community Development District recorded in Official Records Book 6257, page 1038.
- Intellectual Agreement recorded in Official Records Book 6290, page 1586; as affected by the First Amendment recorded in Official Records Book 6306, page 2644.
- Easement Agreement recorded in Official Records Book 6293, page 121.
- Initial Declaration of General Development District recorded in Official Records Book 6555, page 3280.
18. THERE IS A BLANKET INGRESS/EGRESS EASEMENT ACROSS TRACT L2-R IN ITS ENTIRETY FOR THE PURPOSE OF EMERGENCY ACCESS.
19. MEDIANS AND PLANTING STRIPS WITHIN OSCEOLA COUNTY RIGHTS OF WAY INTERNAL TO THE PLATTED SUBDIVISION MAY BE LANDSCAPED PER THE APPROVED SITE DEVELOPMENT PLAN FOR THE PROJECT, OR REVERSED APPROVALS THEREOF, AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. OSCEOLA COUNTY SHALL NOT BE LIABLE FOR FUTURE REIMBURSEMENT OF ANY COST ASSOCIATED WITH LANDSCAPING PROVIDED ABOVE AND BEYOND THE COUNTIES MINIMUM RIGHT OF WAY PLANTING REQUIREMENTS.

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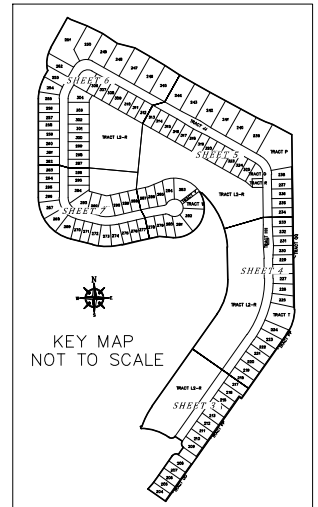
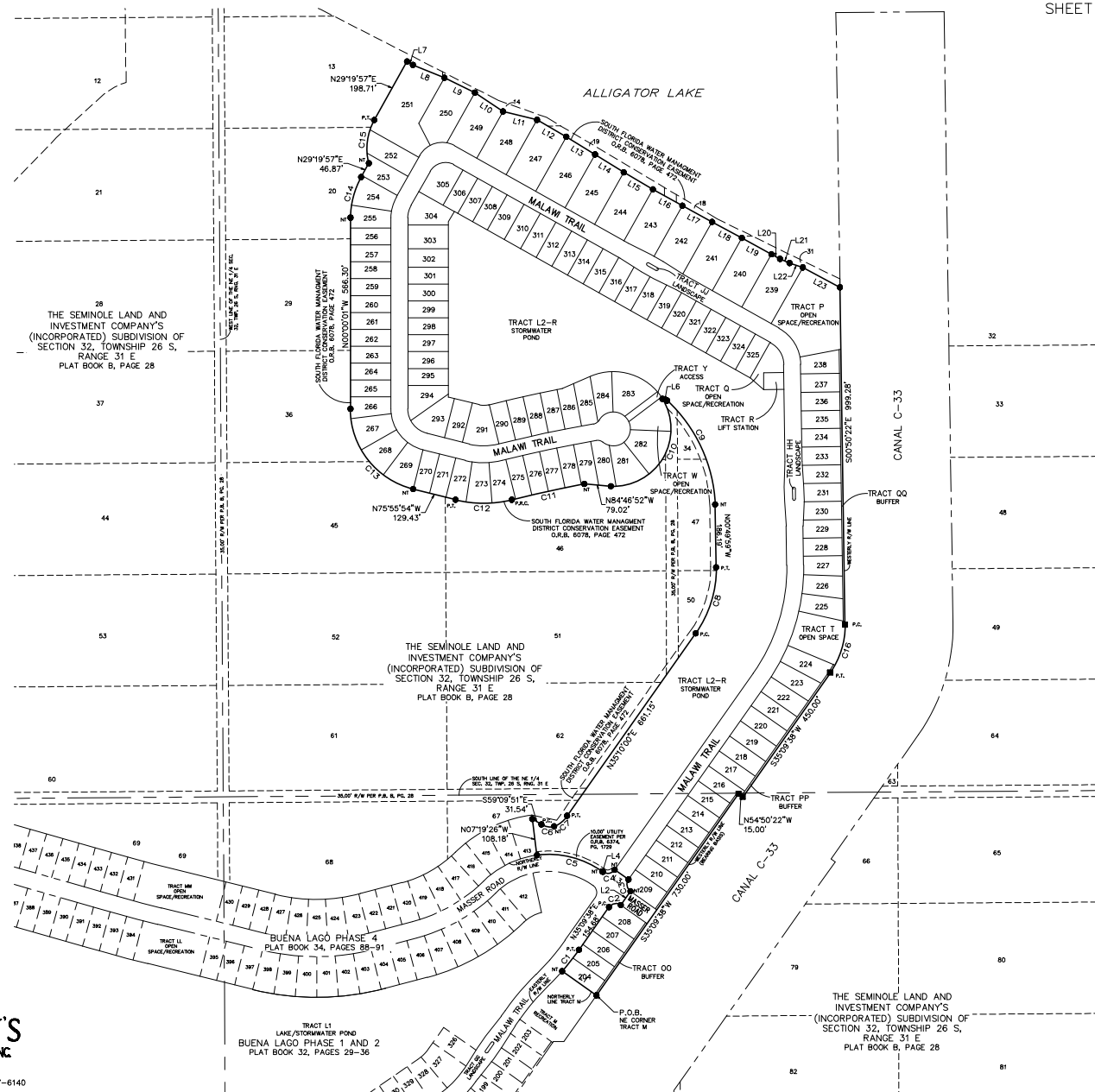


BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
 A PARTIAL REPLAT OF THE SEMINOLE LAND AND
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 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
 PLAT BOOK B, PAGE 28
 OSCEOLA COUNTY, FLORIDA

LINE #	DIRECTION	LENGTH
L1	N54°50'22"W	124.17'
L2	N35°09'38"E	50.00'
L3	N54°49'44"W	50.01'
L4	N54°50'22"W	2.28'
L6	N70°50'30"W	15.07'
L7	S80°00'20"E	20.00'
L8	S67°30'32"E	100.79'
L9	S64°01'24"E	100.17'
L10	S58°08'19"E	100.31'
L11	S76°06'12"E	103.74'
L12	S60°01'12"E	100.01'
L13	S58°24'56"E	100.08'
L14	S57°56'19"E	100.11'
L15	S59°52'33"E	100.01'
L16	S60°50'12"E	99.79'
L17	S61°28'38"E	100.22'
L18	S61°40'55"E	100.02'
L19	S61°03'01"E	100.00'
L20	S61°39'21"E	28.96'
L21	S66°43'28"E	30.78'
L22	S71°24'32"E	41.15'
L23	S61°52'51"E	124.63'

CURVE #	RADIUS	DELTA	LEN014	CHD. BEARING	CHORD LENGTH
C1	775.00'	5°56'55"	80.46'	N38°08'05"E	80.43'
C2	25.00'	90°00'00"	39.27'	N80°09'38"E	35.36'
C3	25.00'	90°00'00"	39.27'	N09°50'22"W	35.36'
C4	25.00'	90°01'19"	39.28'	S80°08'03"W	35.36'
C5	275.00'	42°28'57"	203.90'	N76°04'52"W	199.26'
C8	331.00'	36°00'00"	207.97'	N17°10'00"E	204.57'
C9	449.34'	44°18'24"	347.47'	N24°48'16"W	338.88'
C10	170.00'	124°12'28"	368.54'	S30°31'53"W	300.49'
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C12	345.00'	27°56'56"	165.20'	N89°54'22"W	166.83'
C13	245.00'	75°55'53"	324.68'	N37°57'57"W	301.44'
C14	245.00'	29°19'48"	125.43'	N14°40'00"E	124.06'
C15	170.00'	44°36'19"	132.35'	N07°01'48"E	129.03'
C16	240.00'	36°00'00"	150.80'	S17°09'38"W	148.33'



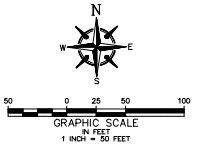
JOHNSTON'S SURVEYING INC.
 900 Cross Prarie Parkway
 Kissimmee, Florida 34744
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 L.B. #868

BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
 A PARTIAL REPLAT OF THE SEMINOLE LAND AND
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SHEET 3 OF 7

PLAT BOOK PAGE



THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S.,
 RANGE 31 E.
 PLAT BOOK 8, PAGE 28

TRACT L2-R
 STORMWATER POND
 EMERGENCY ACCESS EASEMENT

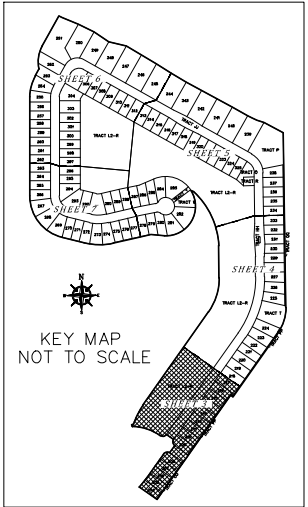
TRACT L1
 LAKE/STORMWATER POND
 BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29-36

BUENA LAGO PHASE 4
 PLAT BOOK 34, PAGES 88-91

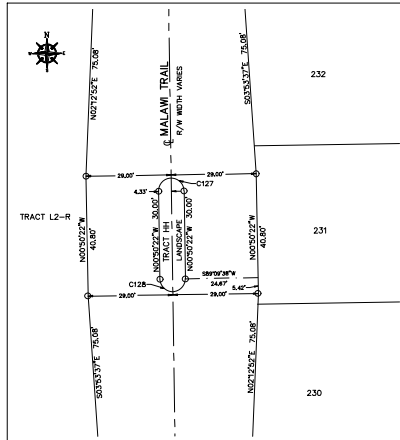
BUENA LAGO PHASE 4
 PLAT BOOK 34, PAGES 88-91

BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29-36

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	775.00'	5°56'55"	80.46'	N38°08'05"E	80.43'
C2	25.00'	90°00'00"	39.27'	N80°09'38"E	35.36'
C3	25.00'	90°00'00"	39.27'	N09°50'22"W	35.36'
C4	25.00'	90°01'19"	39.28'	S80°08'03"W	35.36'
C5	275.00'	42°28'57"	203.90'	N76°04'52"W	199.26'
C6	50.00'	44°41'23"	39.00'	S81°30'32"E	36.02'
C7	91.00'	31°27'45"	49.97'	N50°53'52"E	49.34'
C17	775.00'	3°42'24"	50.14'	N39°15'20"E	50.13'
C18	775.00'	2°14'31"	30.32'	N36°16'53"E	30.32'

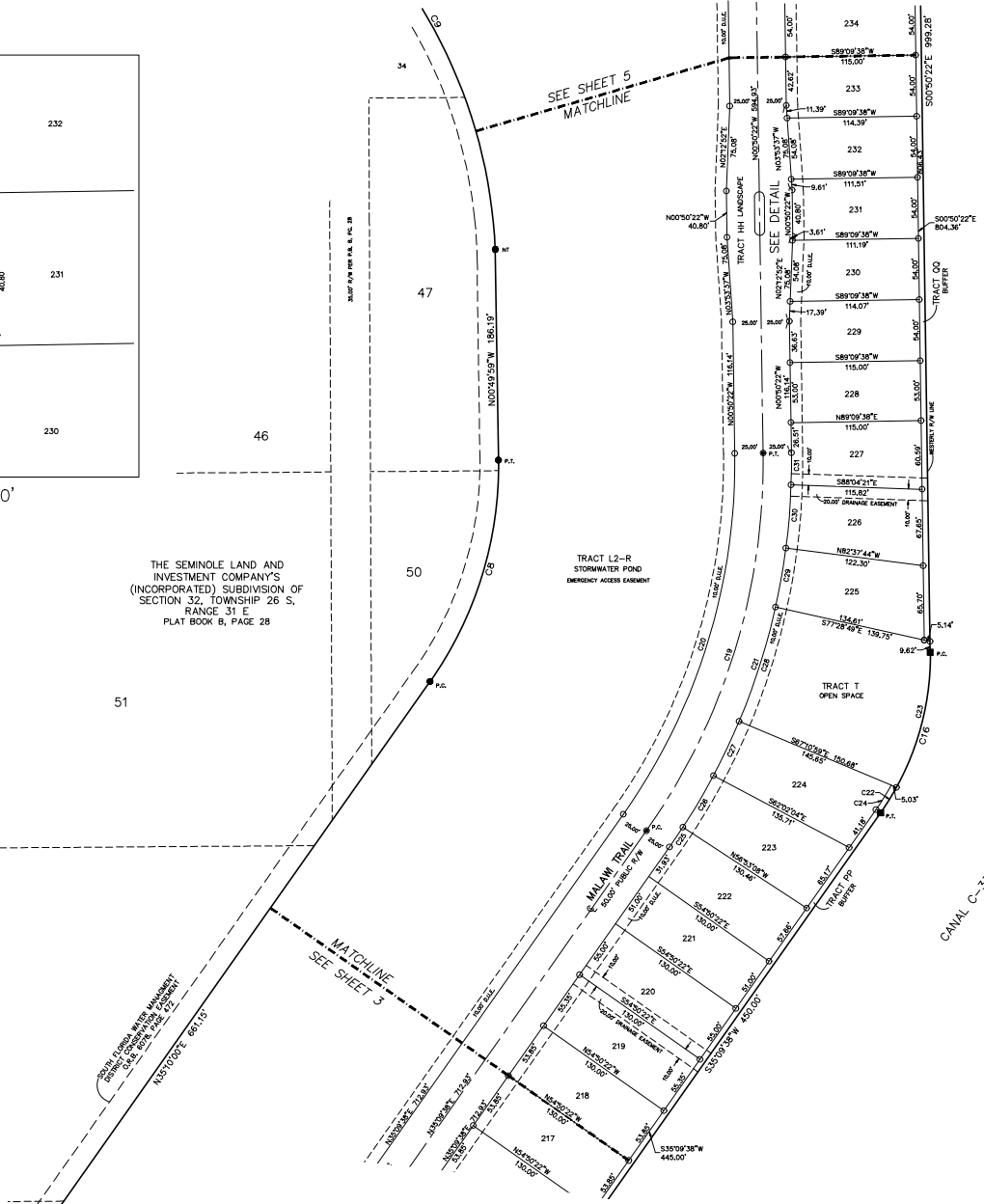


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DETAIL 1" = 20'

THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 S, RANGE 31 E PLAT BOOK B, PAGE 28



CANAL C-33

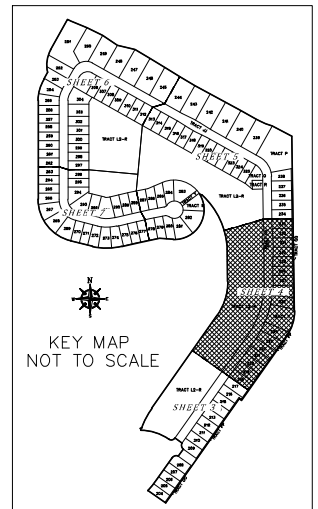
CANAL C-33



GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET

BUENA LAGO PHASE 5
A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
PLAT BOOK 32, PAGES 29 THROUGH 36 AND
A PARTIAL REPLAT OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST PLAT BOOK B, PAGE 28 OSCEOLA COUNTY, FLORIDA

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C8	331.00'	36°00'00"	207.97'	N17°10'00"E	204.57'
C9	449.34'	44°18'24"	347.47'	N24°45'16"W	338.88'
C16	240.00'	36°00'00"	150.80'	S17°09'38"W	148.33'
C19	565.00'	36°00'00"	355.00'	N17°09'38"E	349.19'
C20	540.00'	36°00'00"	339.29'	N17°09'38"E	333.74'
C21	590.00'	36°00'00"	370.71'	N17°09'38"E	364.04'
C22	240.00'	6°17'00"	26.32'	N32°01'07"E	26.31'
C23	240.00'	29°42'58"	124.47'	N14°01'07"E	123.08'
C24	235.00'	6°09'16"	25.24'	N32°08'00"E	25.23'
C25	590.00'	2°02'46"	21.07'	N34°08'15"E	21.07'
C26	590.00'	5°08'55"	53.02'	N30°32'24"E	53.00'
C27	590.00'	5°08'55"	53.02'	N25°23'28"E	53.00'
C28	590.00'	10°17'50"	108.04'	N17°40'06"E	105.89'
C29	590.00'	5°08'55"	53.02'	N09°56'44"E	53.00'
C30	590.00'	5°28'37"	56.05'	N04°38'58"E	56.03'
C31	590.00'	2°46'02"	28.50'	N00°32'38"E	28.49'
C127	4.33'	180°00'00"	13.60'	S89°00'38"W	8.66'
C128	4.33'	180°00'00"	13.60'	N89°00'38"E	8.66'

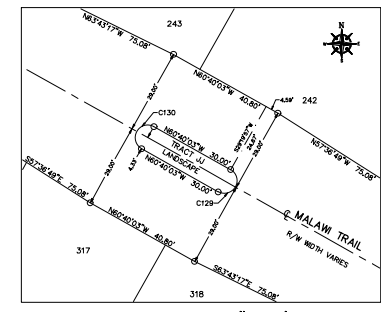
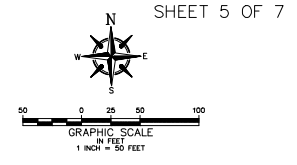


KEY MAP NOT TO SCALE

BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
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 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
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 OSCEOLA COUNTY, FLORIDA

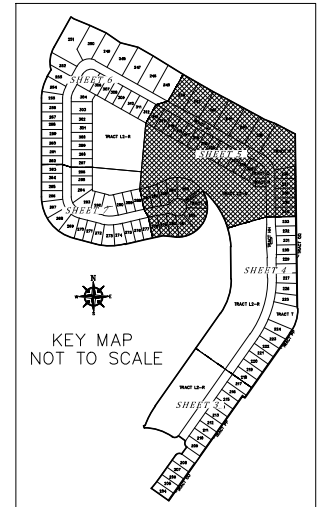
PLAT BOOK PAGE
 SHEET 5 OF 7



CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C9	449.34'	44°18'24"	347.47'	N24°45'16"W	338.88'
C10	170.00'	124°12'28"	368.54'	S50°31'53"W	300.49'
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C32	100.00'	59°49'40"	104.42'	N30°45'13"W	98.74'
C33	78.00'	58°49'40"	78.31'	N30°45'13"W	74.80'
C34	125.00'	59°49'40"	130.53'	N30°45'13"W	124.67'
C35	125.00'	9°53'43"	21.66'	N05°48'14"W	21.63'
C36	125.00'	49°48'02"	108.58'	N35°39'07"W	105.19'
C67	4440.00'	2°53'39"	224.28'	S77°34'00"W	224.25'
C77	4295.00'	4°34'28"	342.92'	S78°24'24"W	342.83'
C78	4270.00'	3°49'28"	285.02'	S78°01'54"W	284.96'
C79	4320.00'	3°49'59"	289.01'	S78°02'10"W	288.99'
C82	4270.00'	0°41'25"	51.45'	S77°18'17"W	51.45'
C83	4270.00'	0°41'25"	51.45'	S77°59'43"W	51.45'
C84	4270.00'	0°41'25"	51.45'	S78°41'08"W	51.45'
C85	4270.00'	0°41'25"	51.45'	S79°22'33"W	51.45'
C86	4270.00'	0°13'22"	16.61'	S79°49'57"W	16.61'
C89	4150.00'	0°41'25"	50.00'	S77°18'17"W	50.00'
C90	4150.00'	0°41'25"	50.00'	S77°59'43"W	50.00'
C91	4150.00'	0°41'25"	50.00'	S78°41'08"W	50.00'
C92	4150.00'	0°07'17"	8.80'	S79°05'29"W	8.80'
C93	25.00'	48°33'57"	21.19'	N75°46'24"W	20.56'
C94	50.00'	2°26'22"38"	241.18'	N09°40'44"W	66.67'
C95	25.00'	47°49'12"	20.87'	N58°02'33"E	20.27'

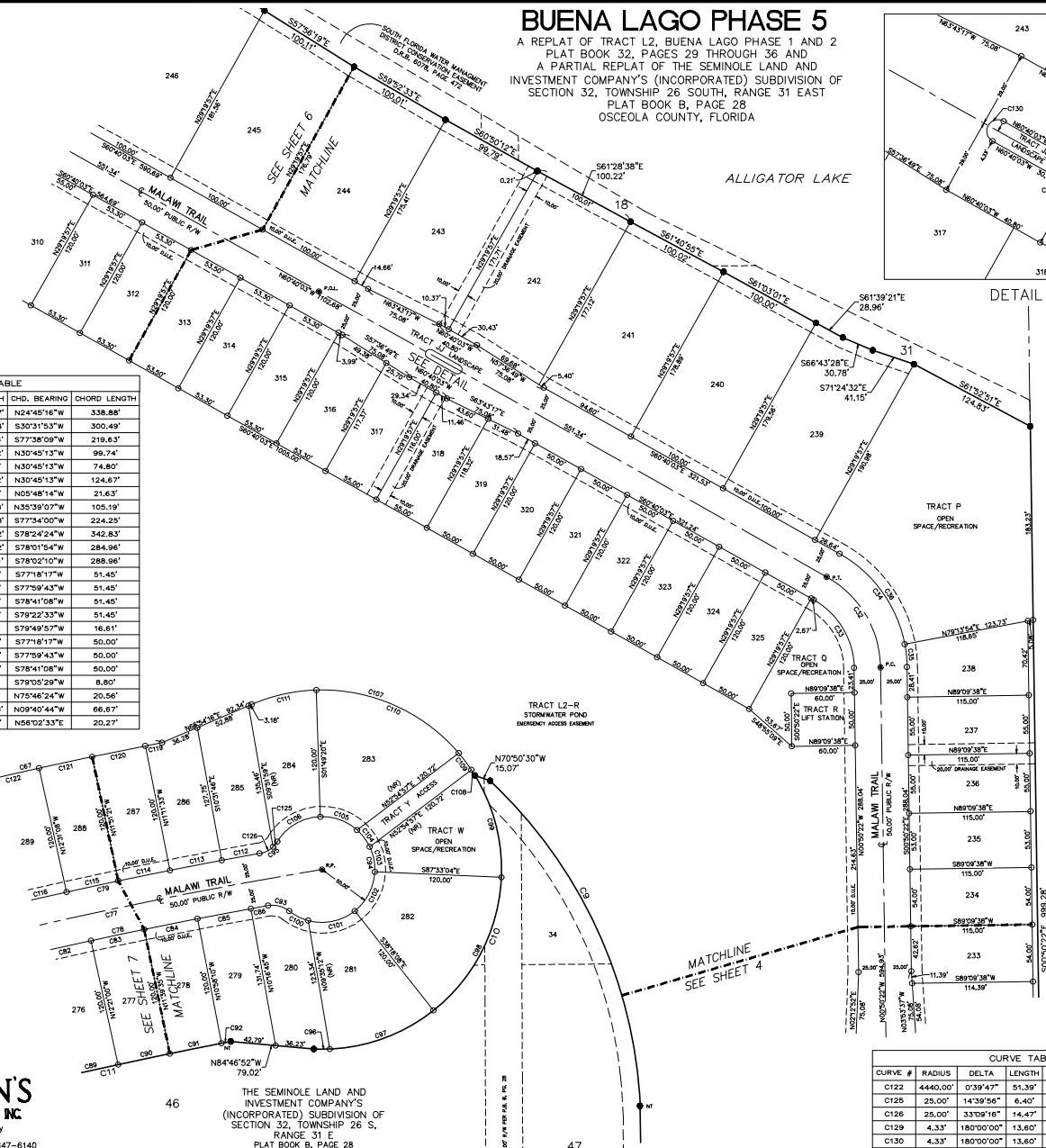
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C96	170.00'	5°08'40"	15.17'	S89°56'13"E	15.16'
C97	170.00'	35°49'33"	106.30'	S69°36'40"E	104.08'
C98	170.00'	49°14'58"	146.12'	N2°70'24"E	141.67'
C99	170.00'	34°01'21"	100.05'	N14°33'41"W	99.47'
C100	50.00'	23°12'49"	20.25'	S63°03'34"E	20.11'
C101	50.00'	53°38'29"	46.78'	N78°30'04"E	45.09'
C102	50.00'	49°14'55"	42.98'	N2°70'24"E	41.67'
C103	50.00'	27°59'46"	24.43'	N11°32'57"W	24.19'
C104	50.00'	23°04'26"	20.14'	N37°05'03"W	20.00'
C105	50.00'	43°12'04"	37.70'	N70°13'18"W	36.81'
C106	50.00'	56°02'43"	48.91'	S60°09'18"W	46.98'
C107	170.00'	81°31'16"	241.88'	N72°20'06"W	221.99'
C108	170.00'	2°08'14"	6.34'	N32°38'35"W	6.34'
C109	170.00'	6°44'40"	20.01'	N37°05'03"W	20.00'
C110	170.00'	51°21'57"	152.41'	N66°08'22"W	147.35'
C111	170.00'	21°16'23"	63.12'	S77°32'28"W	62.76'
C112	4320.00'	0°28'55"	36.34'	S79°42'42"W	36.34'
C113	4320.00'	0°39'47"	50.00'	S79°08'20"W	50.00'
C114	4320.00'	0°39'47"	50.00'	S78°28'33"W	50.00'
C115	4320.00'	0°39'47"	50.00'	S77°48'46"W	50.00'
C116	4320.00'	0°39'47"	50.00'	S77°08'58"W	50.00'
C119	4440.00'	0°12'22"	15.98'	S78°54'38"W	15.98'
C120	4440.00'	0°39'47"	51.39'	S78°28'33"W	51.39'
C121	4440.00'	0°39'47"	51.39'	S77°48'46"W	51.39'

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C122	4440.00'	0°39'47"	51.39'	S77°08'58"W	51.39'
C125	25.00'	143°39'58"	6.40'	N39°27'55"E	6.38'
C126	25.00'	33°09'16"	14.47'	N63°22'31"E	14.27'
C129	4.33'	180°00'00"	13.60'	N29°19'57"E	8.66'
C130	4.33'	180°00'00"	13.60'	S29°19'57"W	8.66'



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THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 S., RANGE 31 E PLAT BOOK B, PAGE 28



BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
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SHEET 6 OF 7

PLAT
 BOOK

PAGE



GRAPHIC SCALE
 1 INCH = 50 FEET

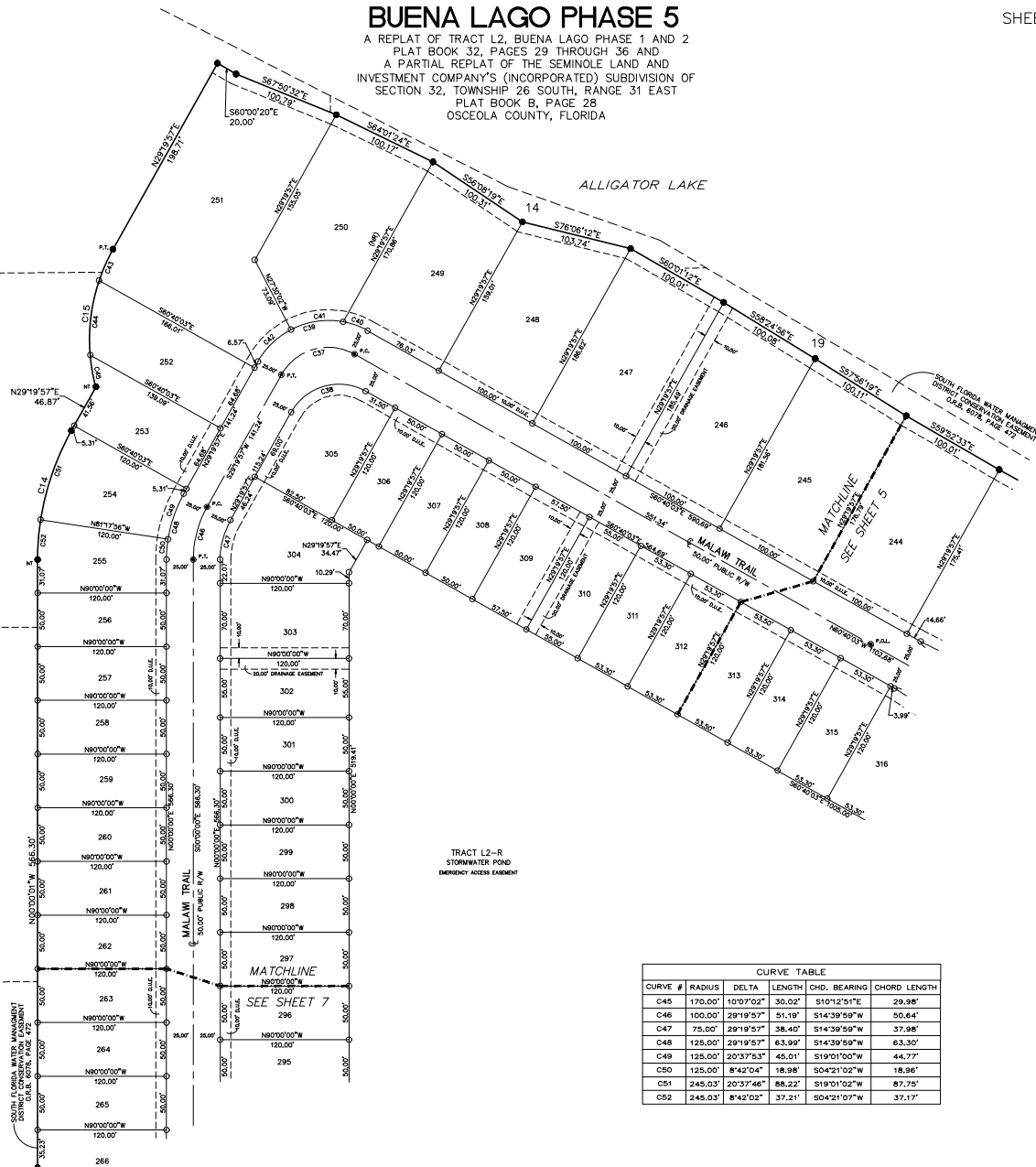
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THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S,
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 PLAT BOOK B, PAGE 28

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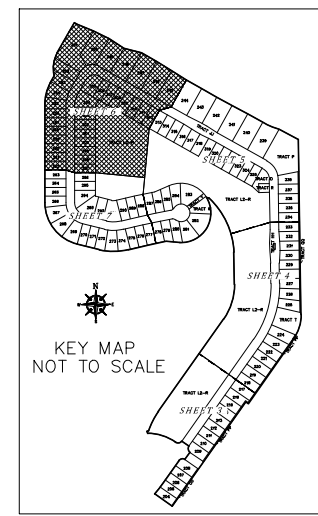
29

36



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C14	245.03'	29°19'48"	125.43'	N14°40'00"E	124.04'
C15	170.00'	44°36'19"	132.30'	N07°01'48"E	128.03'
C37	50.00'	90°00'00"	78.54'	S74°19'57"W	70.71'
C38	51.00'	90°00'00"	80.11'	S74°19'57"W	72.12'
C39	75.00'	90°00'00"	117.81'	S74°19'57"W	106.07'
C40	75.00'	18°38'09"	24.39'	N69°59'07"W	24.29'
C41	75.00'	38°11'50"	50.00'	S81°35'53"W	49.08'
C42	75.00'	33°10'01"	43.42'	S45°54'58"W	42.81'
C43	170.00'	10°42'28"	31.77'	S23°58'44"W	31.72'
C44	170.00'	23°46'51"	70.56'	S08°44'06"W	70.05'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C45	170.00'	10°07'02"	30.02'	S10°12'51"E	29.98'
C46	100.00'	29°19'57"	51.19'	S14°39'59"W	50.64'
C47	75.00'	29°19'57"	38.40'	S14°39'59"W	37.98'
C48	125.00'	29°19'57"	63.99'	S14°39'59"W	63.30'
C49	125.00'	20°37'53"	45.01'	S19°01'00"W	44.77'
C50	125.00'	8°42'04"	18.98'	S04°21'02"W	18.96'
C51	245.03'	20°37'46"	88.22'	S19°01'02"W	87.75'
C52	245.03'	8°42'02"	37.21'	S04°21'07"W	37.17'



KEY MAP
 NOT TO SCALE

JOHNSTON'S SURVEYING INC.
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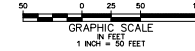
BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
 A PARTIAL REPLAT OF THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
 PLAT BOOK B, PAGE 28
 OSCEOLA COUNTY, FLORIDA

SHEET 7 OF 7

PLAT
 BOOK

PAGE

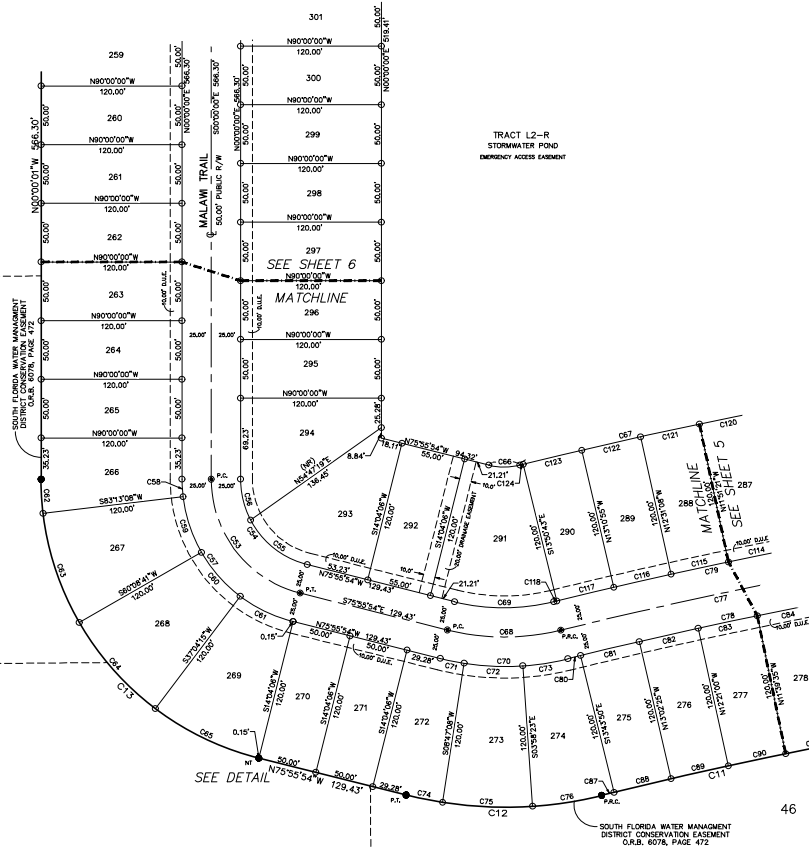


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36

THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S.,
 RANGE 31 E.
 PLAT BOOK B, PAGE 28

45



TRACT L2-R
 STORMWATER POND
 EMERGENCY ACCESS EASEMENT

SEE SHEET 6
 MATCHLINE

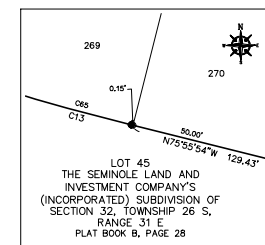
SEE SHEET 5
 MATCHLINE

SEE DETAIL

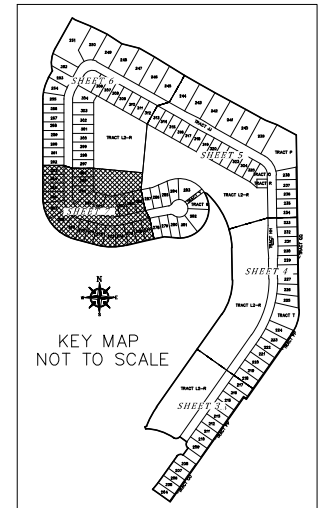
SOUTH FLORIDA WATER MANAGEMENT
 DISTRICT CONSERVATION EASEMENT
 O.R.B. 6078, PAGE 475

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C12	345.00'	27°56'56"	168.29'	N89°54'22"W	166.63'
C13	245.00'	75°55'55"	324.69'	N37°57'57"W	301.44'
C53	100.00'	75°55'54"	132.53'	S37°57'57"E	123.04'
C54	75.00'	75°55'54"	99.39'	S37°57'57"E	92.28'
C55	75.00'	48°21'50"	63.30'	S51°45'14"E	61.44'
C56	75.00'	27°34'34"	36.10'	S13°47'17"E	35.75'
C57	125.00'	75°55'54"	165.68'	S37°57'57"E	153.80'
C58	125.00'	6°46'52"	14.79'	S03°23'26"E	14.79'
C59	125.00'	23°04'26"	50.34'	S18°19'05"E	50.00'
C60	125.00'	23°04'26"	50.34'	S41°23'32"E	50.00'
C61	125.00'	23°00'10"	50.18'	S64°25'50"E	48.85'
C62	245.00'	6°46'52"	29.00'	S03°23'26"E	28.98'
C63	245.00'	23°04'26"	98.67'	S18°19'05"E	98.00'
C64	245.00'	23°04'26"	98.67'	S41°23'32"E	98.00'
C65	245.00'	23°00'10"	98.36'	S64°25'50"E	97.70'
C66	55.00'	27°56'56"	26.83'	S89°54'22"E	26.56'
C67	4440.00'	2°53'39"	224.28'	S77°34'00"W	224.25'
C68	200.00'	27°56'56"	97.56'	S89°54'22"E	96.59'
C69	175.00'	27°56'56"	85.36'	S89°54'22"E	84.52'
C70	225.00'	27°56'56"	109.75'	S89°54'22"E	108.67'
C71	225.00'	51°18'57"	20.14'	S78°34'23"E	20.74'
C72	225.00'	12°45'31"	50.10'	S87°35'37"E	50.00'
C73	225.00'	9°54'27"	38.81'	N81°04'23"E	38.86'
C74	345.00'	6°16'57"	51.61'	S78°34'23"E	51.80'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C75	345.00'	12°45'31"	76.83'	S87°35'37"E	76.67'
C76	345.00'	9°54'27"	59.66'	N81°04'23"E	59.58'
C77	4295.00'	4°34'28"	342.92'	S78°24'24"W	342.83'
C78	4270.00'	3°49'28"	285.02'	S78°01'54"W	284.96'
C79	4320.00'	3°49'59"	289.01'	S78°02'10"W	288.96'
C80	4270.00'	0°09'00"	11.17'	S78°11'50"W	11.17'
C81	4270.00'	0°41'25"	51.45'	S78°36'52"W	51.45'
C82	4270.00'	0°41'25"	51.45'	S77°18'17"W	51.45'
C83	4270.00'	0°41'25"	51.45'	S77°59'43"W	51.45'
C84	4270.00'	0°41'25"	51.45'	S78°41'08"W	51.45'
C87	4150.00'	0°09'00"	10.86'	S78°11'40"W	10.86'
C88	4150.00'	0°41'25"	50.00'	S78°36'52"W	50.00'
C89	4150.00'	0°41'25"	50.00'	S77°18'17"W	50.00'
C90	4150.00'	0°41'25"	50.00'	S77°59'43"W	50.00'
C91	4150.00'	0°41'25"	50.00'	S78°41'08"W	50.00'
C114	4320.00'	0°39'47"	50.00'	S78°28'33"W	50.00'
C115	4320.00'	0°39'47"	50.00'	S77°48'46"W	50.00'
C116	4320.00'	0°39'47"	50.00'	S77°08'58"W	50.00'
C117	4320.00'	0°39'47"	50.00'	S76°29'11"W	50.00'
C118	4320.00'	0°02'07"	2.74'	S76°08'14"W	2.67'
C120	4440.00'	0°39'47"	51.39'	S78°28'33"W	51.39'
C121	4440.00'	0°39'47"	51.39'	S77°48'46"W	51.39'
C122	4440.00'	0°39'47"	51.39'	S77°08'58"W	51.39'
C123	4440.00'	0°39'47"	51.39'	S76°29'11"W	51.39'
C124	4440.00'	0°02'07"	2.74'	S76°08'14"W	2.74'



DETAIL 1"=5'



KEY MAP
 NOT TO SCALE

JOHNSTON'S SURVEYING INC.
 900 Cross Prairie Parkway
 Kissimmee, Florida 34744
 Tel. (407) 847-2179 Fax (407) 847-6140
 L.B. #968

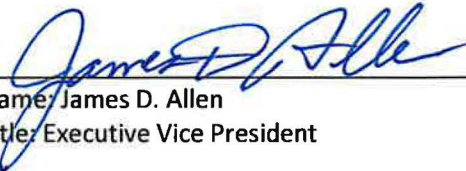
**CORPORATE DECLARATION REGARDING COSTS PAID
BUENA LAGO PHASE 5 IMPROVEMENTS (EARTHWORK & MATERIALS)**

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("**Developer**"), the developer of certain lands within Buena Lago ("**Development**"), does hereby certify to the Buena Lago Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report – Amended and Restated*, dated June 18, 2024 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 22 day of July, 2024.

FORESTAR (USA) REAL ESTATE GROUP INC.


Name: James D. Allen
Title: Executive Vice President

**STATE OF TEXAS
COUNTY OF TARRANT**

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 22 day of July, 2024, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)


NOTARY PUBLIC, STATE OF TEXAS
Name: CARRIE STEWART
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

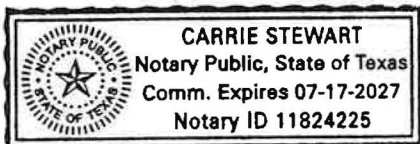


EXHIBIT A

Description of Buena Lago Phase 5 Improvements (Earthwork & Materials)

Surface Water Management – Those certain materials for the drainage and surface water management systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract L2-R (Stormwater Pond) and any “Drainage Easements” and “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
SILT FENCE	\$6,649.50	\$5,984.55	\$-	\$664.95
DOUBLE SILT FENCE	\$9,758.00	\$8,782.20	\$-	\$975.80
CLEARING - BURN ON SITE	\$15,000.00	\$13,500.00	\$-	\$1,500.00
MOW AND DISK	\$9,379.80	\$8,441.82	\$-	\$937.98
EXCAVATION	\$496,810.02	\$402,416.12	\$49,681.00	\$44,712.90
EMBANKMENT	\$178,655.82	\$144,711.22	\$17,865.58	\$16,079.02
MUCK EXCAVATION	\$558,269.52	\$502,442.56	\$-	\$55,826.96
POND GRADING	\$8,268.80	\$5,953.54	\$1,653.76	\$661.50
DEWATERING	\$275,897.22	\$248,307.50	\$-	\$27,589.72
15" RCP - MATERIAL	\$15,467.52	\$13,920.77	\$-	\$1,546.75
18" RCP - MATERIAL	\$68,707.36	\$61,836.62	\$-	\$6,870.74
24" RCP - MATERIAL	\$48,170.08	\$43,353.07	\$-	\$4,817.01
30" RCP - MATERIAL	\$47,437.12	\$42,693.41	\$-	\$4,743.71
STORM MANHOLE - MATERIAL	\$4,715.51	\$4,243.96	\$-	\$471.55
18" MES - MATERIAL	\$3,364.08	\$3,027.67	\$-	\$336.41
24" MES - MATERIAL	\$5,521.20	\$4,969.08	\$-	\$552.12
30" MES - MATERIAL	\$19,067.40	\$17,160.66	\$-	\$1,906.74
P-1 INLET - MATERIAL	\$7,192.98	\$6,473.68	\$-	\$719.30
P-2 INLET - MATERIAL	\$114,042.30	\$102,638.07	\$-	\$11,404.23
TYPE C INLET - MATERIAL	\$27,314.52	\$24,583.06	\$-	\$2,731.46
H CONTROL STRUCTURE - MATERIAL	\$13,789.54	\$12,410.59	\$-	\$1,378.95
WELL POINTS	\$44,910.72	\$40,419.65	\$-	\$4,491.07
TOTALS:	\$1,978,389.01	\$1,718,269.80	\$69,200.34	\$190,918.87

Wastewater Utilities – Those certain materials for the wastewater systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract R (Lift Station) and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
8" PVC 0-6 SDR 26 - MATERIAL	\$22,594.88	\$20,335.39	\$-	\$2,259.49
8" PVC 6-8 SDR 26 - MATERIAL	\$19,770.52	\$17,793.47	\$-	\$1,977.05

8" PVC 8-10 SDR 26 - MATERIAL	\$13,351.52	\$12,016.37	\$-	\$1,335.15
8" PVC 10-12 SDR 26 - MATERIAL	\$12,324.48	\$11,092.03	\$-	\$1,232.45
8" PVC 12-14 SDR 26 - MATERIAL	\$11,810.96	\$10,629.86	\$-	\$1,181.10
8" PVC 14-16 SDR 26 - MATERIAL	\$1,027.60	\$924.84	\$-	\$102.76
MANHOLE 0-6 - MATERIAL	\$39,055.20	\$35,149.68	\$-	\$3,905.52
MANHOLE 6-8 - MATERIAL	\$42,290.84	\$38,061.76	\$-	\$4,229.08
MANHOLE 8-10 - MATERIAL	\$45,141.32	\$40,627.19	\$-	\$4,514.13
MANHOLE 10-12 - MATERIAL	\$23,613.28	\$21,251.95	\$-	\$2,361.33
MANHOLE 12-14 - MATERIAL	\$39,248.54	\$35,323.69	\$-	\$3,924.85
ARMOROCK MANHOLE 12-14 - MATERIAL	\$34,602.13	\$31,141.92	\$-	\$3,460.21
SINGLE LATERAL - MATERIAL	\$36,669.92	\$33,002.93	\$-	\$3,666.99
4" PVC FORCEMAIN - MATERIAL	\$15,138.00	\$13,624.20	\$-	\$1,513.80
FORCEMAIN FITTINGS - MATERIAL	\$17,479.30	\$15,731.37	\$-	\$1,747.93
FM 4" GATE VALVE - MATERIAL	\$2,593.68	\$2,334.31	\$-	\$259.37
LIFT STATION - MATERIAL	\$308,368.80	\$277,531.92	\$-	\$30,836.88
TOTALS:	\$685,080.97	\$616,572.88	\$0.00	\$68,508.09

Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,686.00	\$1,517.40	\$-	\$168.60
6" PVC - MATERIAL	\$1,808.80	\$1,627.92	\$-	\$180.88
8" PVC - MATERIAL	\$5,596.20	\$5,036.58	\$-	\$559.62
12" PVC - MATERIAL	\$270,668.80	\$243,601.92	\$-	\$27,066.88
WM SINGLE SERVICE - MATERIAL	\$2,669.46	\$2,402.51	\$-	\$266.95
WM DOUBLE SERVICE - MATERIAL	\$58,362.87	\$52,526.58	\$-	\$5,836.29
WATER FITTINGS - MATERIAL	\$41,045.41	\$36,940.87	\$-	\$4,104.54
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
12" GATE VALVE - MATERIAL	\$21,616.15	\$19,454.53	\$-	\$2,161.62
FIRE HYDRANT - MATERIAL	\$69,294.90	\$62,365.41	\$-	\$6,929.49
TOTALS:	\$479,894.05	\$431,904.63	\$-	\$47,989.42

Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,798.40	\$1,618.56	\$-	\$179.84

6" PVC - MATERIAL	\$32,558.40	\$29,302.56	\$-	\$3,255.84
8" PVC - MATERIAL	\$88,917.40	\$80,025.66	\$-	\$8,891.74
RM SINGLE SERVICE - MATERIAL	\$5,783.83	\$5,205.45	\$-	\$578.38
RM DOUBLE SERVICE - MATERIAL	\$54,267.23	\$48,840.51	\$-	\$5,426.72
RECLAIM FITTINGS - MATERIAL	\$16,879.57	\$15,191.61	\$-	\$1,687.96
6" GATE VALVE - MATERIAL	\$3,184.32	\$2,865.89	\$-	\$318.43
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
TOTALS:	\$210,534.61	\$189,481.15	\$-	\$21,053.46

TOTAL COSTS OF PHASE 5 MATERIALS				
Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Stormwater Materials	\$1,978,389.01	\$1,718,269.80	\$69,200.34	\$190,918.87
Wastewater Materials	\$685,080.97	\$616,572.88	\$0.00	\$68,508.09
Water Materials	\$479,894.05	\$431,904.63	\$-	\$47,989.42
Reuse Materials	\$210,534.61	\$189,481.15	\$-	\$21,053.46
TOTALS:	\$3,353,898.64	\$2,956,228.46	\$69,200.34	\$328,469.84

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 5 of the project as described in the District’s *Engineer’s Report – Amended and Restated*, dated June 18, 2024.

EXHIBIT B

BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2... A PARTIAL REPLAT OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST... OSCEOLA COUNTY, FLORIDA

COMMUNITY DECLARATION FOR BUENA LAGO IS FILED IN O.R.B. 6165, PAGE 1278, FIRST SUPPLEMENTAL DECLARATION IS FILED IN O.R.B. 6492, PAGE 167 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LEGAL DESCRIPTION

TRACT L2, BUENA LAGO PHASE 1 AND 2, as recorded in Plat Book 32, Pages 29 through 36 of the Public Records of Osceola County, Florida and portions of Lots 13, 14, 18, 19, 20, 29, 30, 31, 34, 35, 36, 45, 46, 47, 50, 63, 66, 67 and 78, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST, as recorded in Plat Book 8, Page 28 of the Public Records of Osceola County, Florida, being more particularly described as follows: BEGN of the Northeast corner of Tract M, BUENA LAGO PHASE 1 AND 2, as recorded in Plat Book 32, Pages 29 through 36 of the Public Records of Osceola County, Florida; thence run N54°50'22"W, along the North line of said Tract M, a distance of 124.17 feet to a point on the Easterly Right of Way of Malawi Trail, BUENA LAGO PHASE 4, as recorded in Plat Book 34, Pages 88 through 91 of the Public Records of Osceola County, Florida, being a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 275.00 feet and a Central Angle of 0°56'55"; thence along said Easterly Right of Way the following five (5) courses: run Northeasterly along the arc of said curve, a distance of 80.46 feet (Chord Bearing = N38°08'05"E, Chord = 80.43 feet) to the Point of Tangency; thence run N35°09'38"E, a distance of 154.68 feet to the Point of Curvature of a curve concave to the South, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Easterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N80°09'38"E, Chord = 35.36 feet) to a point; thence run N35°09'38"E, a distance of 50.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Northerly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N09°50'22"W, Chord = 35.36 feet) to a point on the Northerly Right of Way of Mosser Road of said BUENA LAGO PHASE 4; thence along said Northerly Right of Way the following four (4) courses: run N64°49'44"W, a distance of 50.01 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 25.00 feet and a Central Angle of 90°01'00"; thence run Westerly along the arc of said curve, a distance of 39.28 feet (Chord Bearing = S80°08'03"W, Chord = 35.36 feet) to a point; thence run N4°50'22"W, a distance of 2.28 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 275.00 feet and a Central Angle of 42°28'57"; thence run Westerly along the arc of said curve, a distance of 203.90 feet (Chord Bearing = N76°04'52"W, Chord = 199.26 feet) to a point on the East line of Lot 413 of said BUENA LAGO PHASE 4; thence run N07°19'26"W, along said East line, a distance of 108.18 feet; thence run S59°09'51"E, a distance of 31.54 feet to the Point of Curvature of a curve concave to the North, having a Radius of 50.00 feet and a Central Angle of 44°41'23"; thence run Southeasterly along the arc of said curve, a distance of 39.00 feet (Chord Bearing = S81°50'32"E, Chord = 38.02 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 91.00 feet and a Central Angle of 31°27'45"; thence run N07°19'26"W, a distance of 661.15 feet to the Point of Curvature of a curve concave to the West, having a Radius of 331.00 feet and a Central Angle of 36°00'00"; thence run Northerly along the arc of said curve, a distance of 207.97 feet (Chord Bearing = N17°10'00"E, Chord = 204.57 feet) to the Point of Tangency; thence run N00°49'00"W, a distance of 186.19 feet to a point on a Non-Tangent curve, concave to the Southwest, having a Radius of 449.34 feet and a Central Angle of 44°8'24"; thence run Northerly along the arc of said curve, a distance of 347.47 feet (Chord Bearing = N24°45'16"W, Chord = 338.88 feet) to a point; thence run N70°50'30"W, a distance of 15.07 feet to a point on a South Florida Water Management District Conservation Easement as described in Official Records Book 6078, Page 472 of the Public Records of Osceola County, Florida, being a point on a Non-Tangent curve, concave to the North, having a Radius of 170.00 feet and a Central Angle of 124°12'28"; thence along said Conservation Easement the following twenty-eight (28) courses: run Southerly along the arc of said curve, a distance of 368.54 feet (Chord Bearing = S30°31'53"W, Chord = 300.49 feet) to a point; thence run N84°48'52"W, a distance of 79.02 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 415.00 feet and a Central Angle of 03°01'57"; thence run N07°19'26"W, a distance of 219.66 feet (Chord Bearing = S77°36'09"W, Chord = 219.63 feet) to the Point of Reverse Curve; thence run N07°19'26"W, a distance of 168.29 feet and a Central Angle of 27°56'56"; thence run Westerly along the arc of said curve, a distance of 168.29 feet (Chord Bearing = N89°54'22"W, Chord = 166.63 feet) to the Point of Tangency; thence run N75°55'54"W, a distance of 129.43 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 245.00 feet and a Central Angle of 72°59'55"; thence run Northerly along the arc of said curve, a distance of 324.69 feet (Chord Bearing = N37°57'57"W, Chord = 301.44 feet) to a point; thence run N00°00'01"W, a distance of 566.30 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 245.00 feet and a Central Angle of 29°19'45"; thence run Northerly along the arc of said curve, a distance of 125.43 feet (Chord Bearing = N14°40'05"E, Chord = 124.06 feet) to a point on a Non-Tangent curve, concave to the East, having a Radius of 170.00 feet and a Central Angle of 43°38'19"; thence run Northerly along the arc of said curve, a distance of 132.35 feet (Chord Bearing = N07°01'48"E, Chord = 129.03 feet) to the Point of Tangency; thence run N29°19'45"E, a distance of 198.71 feet; thence run S60°00'20"E, a distance of 20.00 feet; thence run S87°50'32"E, a distance of 100.79 feet; thence run S64°01'24"E, a distance of 100.17 feet; thence run S58°08'19"E, a distance of 100.31 feet; thence run S76°06'12"E, a distance of 103.74 feet; thence run S60°01'12"E, a distance of 100.01 feet; thence run S58°24'56"E, a distance of 100.08 feet; thence run S57°56'19"E, a distance of 100.11 feet; thence run S59°52'33"E, a distance of 100.01 feet; thence run S67°50'12"E, a distance of 99.79 feet; thence run S87°52'36"E, a distance of 100.22 feet; thence run S61°04'55"E, a distance of 100.02 feet; thence run S81°03'04"E, a distance of 100.00 feet; thence run S61°39'21"E, a distance of 29.96 feet; thence run S66°43'28"E, a distance of 30.78 feet; thence run S71°43'26"E, a distance of 41.15 feet; thence run S61°52'51"E, a distance of 124.83 feet to a point on the Westerly Right of Way of Canal C-33; thence along said Westerly Right of Way the following five (5) courses: run S00°50'22"E, a distance of 999.28 feet to the Point of Curvature of a curve concave to the West, having a Radius of 240.00 feet and a Central Angle of 36°00'00"; thence run Southerly along the arc of said curve, a distance of 150.80 feet (Chord Bearing = S17°03'38"W, Chord = 148.33 feet) to the Point of Tangency; thence run N35°09'38"W, a distance of 45.00 feet; thence run N54°50'22"W, a distance of 15.00 feet; thence run S35°09'38"W, a distance of 730.00 feet to the POINT OF BEGINNING. Containing 43.57 acres, more or less.

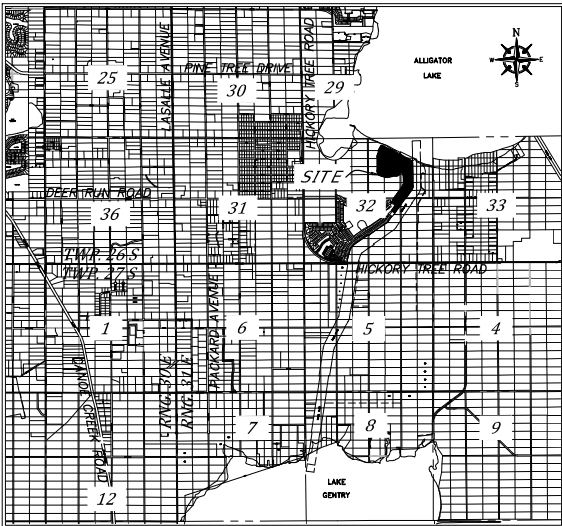
LEGEND

Table with 2 columns: Symbol and Description. Symbols include CHD, CHDR, D.E., D.U.E., NR, NT, O.R.C., P.B., P.C., P.C.S., P.G., P.I., P.O.B. Descriptions include CHORD, CENTERLINE, DRAINAGE EASEMENT, DRAINAGE AND UTILITY EASEMENT, POINT OF TANGENCY, OFFICIAL RECORDS BOOK, OSCEOLA UTILITIES COMMISSION, POINT OF CURVATURE, PLAT BOOK, PERMANENT CONTROL POINT, PAGES, POINT OF INTERSECTION, POINT OF BEGINNING, POINT ON LINE, POINT OF REVERSE CURVE, PERMANENT REFERENCE MONUMENT, PROFESSIONAL SURVEYOR AND MAPPER, POINT OF TANGENCY, RANGE, RADIUS POINT, RIGHT OF WAY, SECTION, SOUTH FLORIDA WATER MANAGEMENT DISTRICT, TOWNSHIP, OSCEOLA WATER AUTHORITY, TWP, TOWNSHIP, UTILITY EASEMENT.

- DENOTES 1/2" IRON ROD WITH CAP 'PRM L.B. 966'
○ DENOTES 1/2" IRON ROD WITH CAP 'L.B. 966'
• DENOTES NAIL AND DISK 'PPC L.B. 966'
■ DENOTES 4"x4" CONCRETE MONUMENT 'SFMM'D (PRM)

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

VICINITY MAP



NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT), REFERENCE BEARING BEING THE WESTERLY RIGHT OF WAY LINE OF THE CANAL C-33 RIGHT OF WAY AS S35°09'38"W.
2. ALL LOTS THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL, UNLESS OTHERWISE NOTED AS BEING NON-RADIAL (NR).
3. THERE ARE 1000 FOOT DRAINAGE AND UTILITY EASEMENTS ALONG ALL STREET RIGHT OF WAY LINES (UNLESS OTHERWISE DEPICTED).
4. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES...
18. THERE IS A BLANKET INGRESS/EGRESS EASEMENT ACROSS TRACT L2-R IN ITS ENTIRETY FOR THE PURPOSE OF EMERGENCY ACCESS.
19. MEDIANS AND PLANTING STRIPS WITHIN OSCEOLA COUNTY RIGHTS OF WAY INTERNAL TO THE PLATTED SUBDIVISION MAY BE LANDSCAPED PER THE APPROVED SITE DEVELOPMENT PLAN FOR THE PROJECT, OR REVISED APPROVALS THEREOF, AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. OSCEOLA COUNTY SHALL NOT BE LIABLE FOR FUTURE REIMBURSEMENT OF ANY COST ASSOCIATED WITH LANDSCAPING PROVIDED ABOVE AND BEYOND THE COUNTIES MINIMUM RIGHT OF WAY PLANTING REQUIREMENTS.

JOHNSTON'S SURVEYING INC. 900 Cross Profile Parkway Kissimmee, Florida 34744 Tel. (407) 847-2778 Fax (407) 847-6140 L.B. #966

PLAT BOOK

PAGE

DEDICATION BUENA LAGO PHASE 5

KNOW ALL MEN BY THESE PRESENTS, THAT FORESTAR (USA) REAL ESTATE GROUP INC. (A DELAWARE CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT ENTITLED BUENA LAGO PHASE 5 FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES THE STREETS, UTILITY EASEMENTS, DRAINAGE EASEMENTS AND EMERGENCY ACCESS INGRESS/EGRESS EASEMENT OVER TRACT L2-R TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed and sealed by the person(s) named below on 2024.

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation
By: Chris Tyree Vice President
WITNESSES: Signature _____ Signature _____

Print Name _____ Print Name _____
STATE OF FLORIDA COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____ 2024, BY CHRIS TYREE, AS VICE PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC

NOTARY COMMISSION No. _____ NOTARY EXPIRATION _____

CERTIFICATE OF SURVEYOR

KNOW ALL BY THESE PRESENTS, THAT the undersigned, being a licensed surveyor registered in the State of Florida, does hereby certify that on 1/15/2024 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed and shown thereon as required by Osceola County requirements and regulations, the survey was prepared under the undersigned responsible direction and supervision and that the survey data complies with all requirements of Chapter 177, F.S.; that permanent control points will be placed as required by CH. 177, F.S.; and that said land is located in Section 32, Township 26 South, Range 31 East, Osceola County, Florida.

Richard D. Brown, P.S.M.
Dated _____ Registration No. _____ 5700

JOHNSTON'S SURVEYING INC. 900 Cross Profile Parkway Kissimmee, Florida 34744 Tel. (407) 847-2778 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY SURVEYOR REPRESENTING OSCEOLA COUNTY

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature: _____ Dated: _____
Print Name: _____ Registration No. _____
Florida Professional Surveyor and Mapper under contract to Osceola County, Florida

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

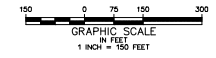
Examined and Approved: _____ County Engineer Date _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the Board of County Commissioners of Osceola County, Florida.
Chair/Vice Chair of the Board Attest: Clerk of the Board

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of the Osceola County Land Development Code, and was filed for record on _____ at _____ in and for Osceola County, Florida _____, D.C.
File No. _____

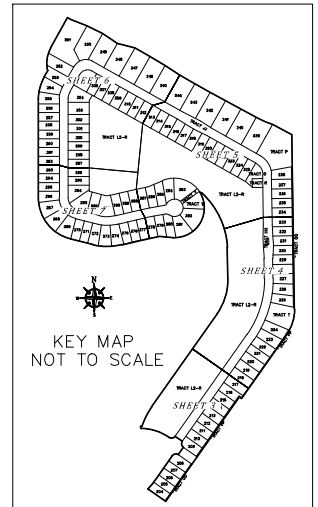
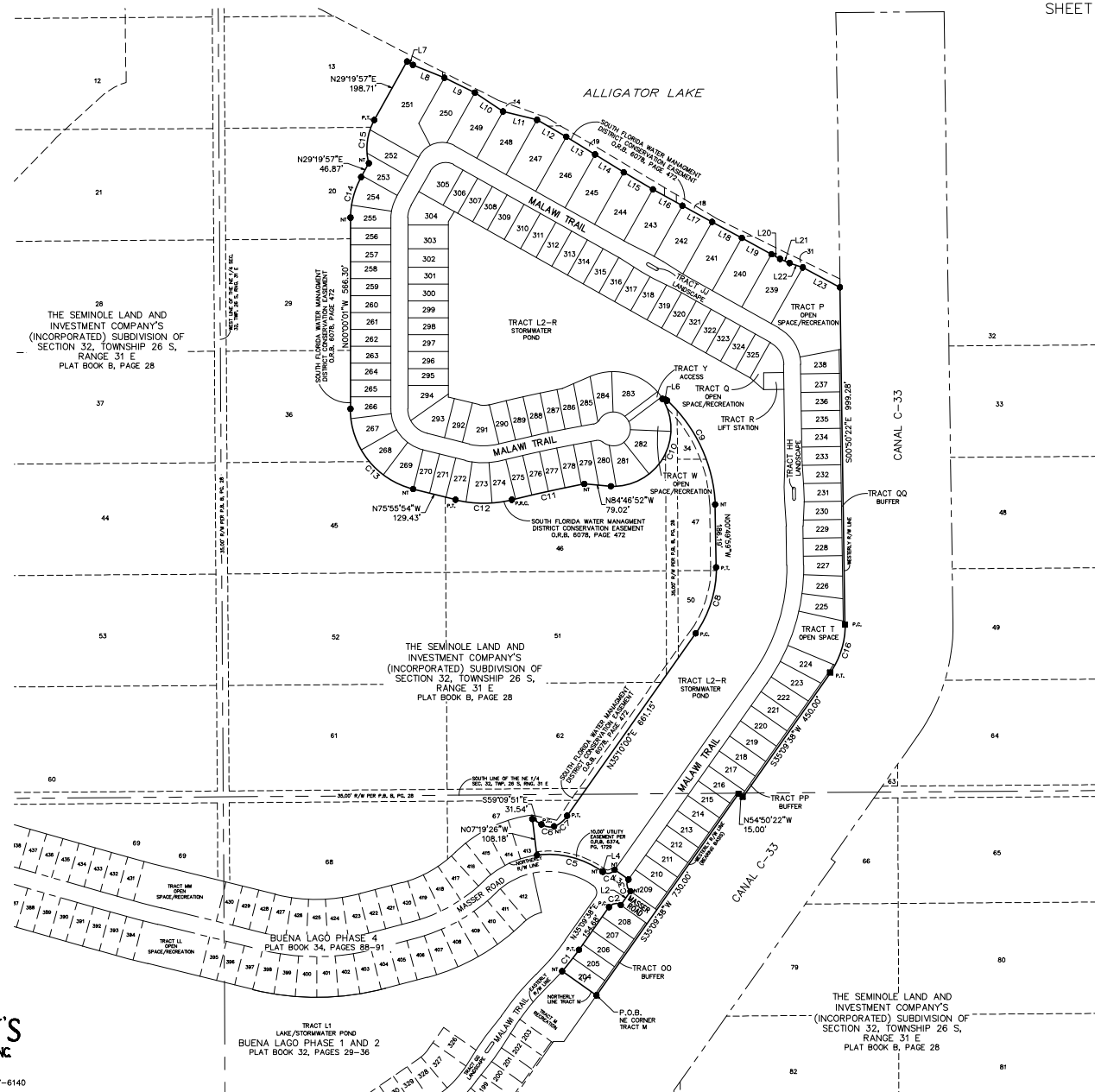


BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
 A PARTIAL REPLAT OF THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
 PLAT BOOK B, PAGE 28
 OSCEOLA COUNTY, FLORIDA

LINE #	DIRECTION	LENGTH
L1	N54°50'22"W	124.17'
L2	N35°09'38"E	50.00'
L3	N54°49'44"W	50.01'
L4	N54°50'22"W	2.28'
L6	N70°50'30"W	15.07'
L7	S80°00'20"E	20.00'
L8	S67°30'32"E	100.79'
L9	S64°01'24"E	100.17'
L10	S58°08'19"E	100.31'
L11	S76°06'12"E	103.74'
L12	S60°01'12"E	100.01'
L13	S58°24'56"E	100.08'
L14	S57°56'19"E	100.11'
L15	S59°52'33"E	100.01'
L16	S60°50'12"E	99.79'
L17	S61°28'38"E	100.22'
L18	S61°40'55"E	100.02'
L19	S61°03'01"E	100.00'
L20	S61°39'21"E	28.96'
L21	S66°43'28"E	30.78'
L22	S71°24'32"E	41.15'
L23	S61°52'51"E	124.63'

CURVE #	RADIUS	DELTA	LEN014	CHD. BEARING	CHORD LENGTH
C1	775.00'	5°56'55"	80.46'	N38°08'05"E	80.43'
C2	25.00'	90°00'00"	39.27'	N80°09'38"E	35.36'
C3	25.00'	90°00'00"	39.27'	N09°50'22"W	35.36'
C4	25.00'	90°01'19"	39.28'	S80°08'03"W	35.36'
C5	275.00'	42°28'57"	203.90'	N76°04'52"W	199.26'
C8	331.00'	36°00'00"	207.97'	N17°10'00"E	204.57'
C9	449.34'	44°18'24"	347.47'	N24°48'16"W	338.88'
C10	170.00'	124°12'28"	368.54'	S30°31'53"W	300.49'
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C12	345.00'	27°56'56"	165.29'	N89°54'22"W	166.83'
C13	245.00'	75°55'53"	324.68'	N37°57'57"W	301.44'
C14	245.00'	29°19'48"	125.43'	N14°40'00"E	124.06'
C15	170.00'	44°36'19"	132.35'	N07°01'48"E	129.03'
C16	240.00'	36°00'00"	150.80'	S17°09'38"W	148.33'



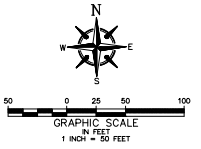
JOHNSTON'S SURVEYING INC.
 900 Cross Prarie Parkway
 Kissimmee, Florida 34744
 Tel. (407) 847-2179 Fax (407) 847-6140
 L.B. #868

BUENA LAGO PHASE 5

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SHEET 3 OF 7

PLAT BOOK PAGE



THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S.,
 RANGE 31 E.
 PLAT BOOK 8, PAGE 28

TRACT L2-R
 STORMWATER POND
 EMERGENCY ACCESS EASEMENT

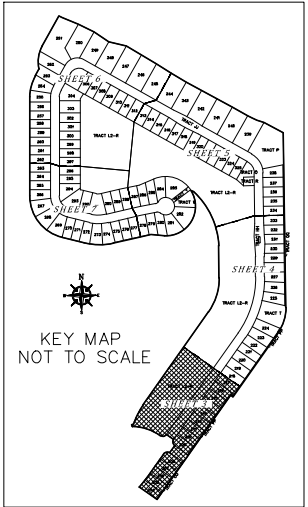
TRACT L1
 LAKE/STORMWATER POND
 BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29-36

BUENA LAGO PHASE 4
 PLAT BOOK 34, PAGES 88-91

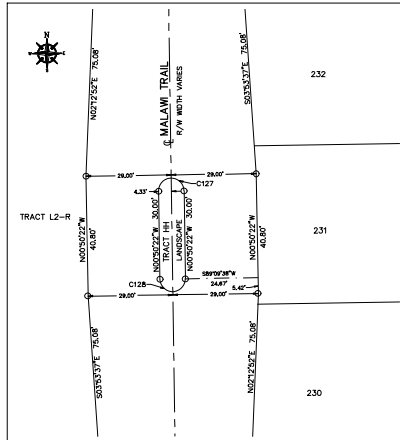
BUENA LAGO PHASE 4
 PLAT BOOK 34, PAGES 88-91

BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29-36

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	775.00'	5°56'55"	80.46'	N38°08'05"E	80.43'
C2	25.00'	90°00'00"	39.27'	N80°09'38"E	35.36'
C3	25.00'	90°00'00"	39.27'	N09°50'22"W	35.36'
C4	25.00'	90°01'19"	39.28'	S80°08'03"W	35.36'
C5	275.00'	42°28'57"	203.90'	N76°04'52"W	199.26'
C6	50.00'	44°41'23"	39.00'	S81°30'32"E	36.02'
C7	91.00'	31°27'45"	49.97'	N50°53'52"E	49.34'
C17	775.00'	3°42'24"	50.14'	N39°15'20"E	50.13'
C18	775.00'	2°14'31"	30.32'	N36°16'53"E	30.32'



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 SURVEYING INC.
 900 Cross Prarie Parkway
 Kissimmee, Florida 34744
 Tel. (407) 847-2179 Fax (407) 847-6140
 L.B. #885

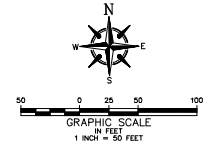


THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 S, RANGE 31 E PLAT BOOK B, PAGE 28

SEE SHEET 5 MATCHLINE

MATCHLINE SEE SHEET 3

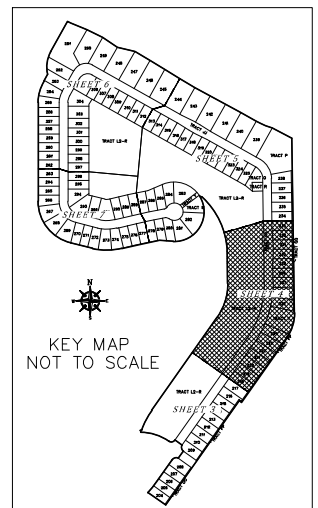
BUENA LAGO PHASE 5
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C8	331.00'	36°00'00"	207.97'	N17°10'00"E	204.57'
C9	449.34'	44°18'24"	347.47'	N24°45'16"W	338.88'
C16	240.00'	36°00'00"	150.80'	S17°09'38"W	148.33'
C19	565.00'	36°00'00"	355.00'	N17°09'38"E	349.19'
C20	540.00'	36°00'00"	339.29'	N17°09'38"E	333.74'
C21	590.00'	36°00'00"	370.71'	N17°09'38"E	364.04'
C22	240.00'	6°17'00"	26.32'	N32°01'07"E	26.31'
C23	240.00'	29°42'58"	124.47'	N14°01'07"E	123.08'
C24	235.00'	6°09'16"	25.24'	N32°08'00"E	25.23'
C25	590.00'	2°02'46"	21.07'	N34°08'15"E	21.07'
C26	590.00'	5°08'55"	53.02'	N30°32'24"E	53.00'
C27	590.00'	5°08'55"	53.02'	N25°23'28"E	53.00'
C28	590.00'	10°17'50"	108.04'	N17°40'06"E	105.89'
C29	590.00'	5°08'55"	53.02'	N09°56'44"E	53.00'
C30	590.00'	5°28'37"	56.05'	N04°38'58"E	56.03'
C31	590.00'	2°46'02"	28.50'	N00°32'38"E	28.49'
C127	4.33'	180°00'00"	13.60'	S89°00'38"W	8.66'
C128	4.33'	180°00'00"	13.60'	N89°00'38"E	8.66'

CANAL C-33

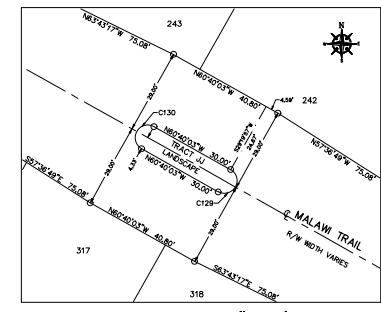
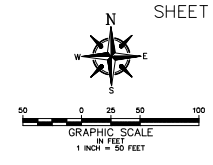
CANAL C-33



BUENA LAGO PHASE 5

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PLAT BOOK PAGE
 SHEET 5 OF 7

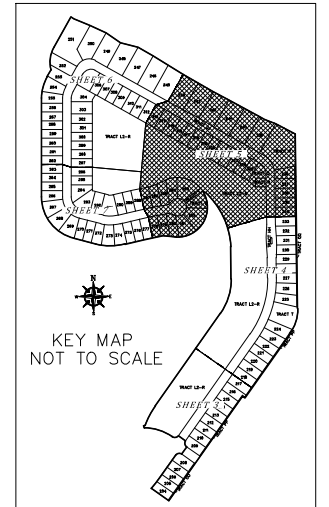


DETAIL 1"=20'

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C9	449.34'	44°18'24"	347.47'	N24°45'16"W	338.88'
C10	170.00'	124°12'28"	368.54'	S50°31'53"W	300.49'
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C32	100.00'	59°49'40"	104.42'	N30°45'13"W	98.74'
C33	78.00'	58°49'40"	78.31'	N30°45'13"W	74.80'
C34	125.00'	59°49'40"	130.53'	N30°45'13"W	124.67'
C35	125.00'	9°53'43"	21.66'	N05°48'14"W	21.63'
C36	125.00'	49°48'02"	108.58'	N35°39'07"W	105.19'
C67	4440.00'	2°53'39"	224.28'	S77°34'00"W	224.25'
C77	4295.00'	4°34'28"	342.92'	S78°24'24"W	342.83'
C78	4270.00'	3°49'28"	285.02'	S78°01'54"W	284.96'
C79	4320.00'	3°49'59"	289.01'	S78°02'10"W	288.99'
C82	4270.00'	0°41'25"	51.45'	S77°18'17"W	51.45'
C83	4270.00'	0°41'25"	51.45'	S77°59'43"W	51.45'
C84	4270.00'	0°41'25"	51.45'	S78°41'08"W	51.45'
C85	4270.00'	0°41'25"	51.45'	S79°22'33"W	51.45'
C86	4270.00'	0°13'22"	16.61'	S79°49'57"W	16.61'
C89	4150.00'	0°41'25"	50.00'	S77°18'17"W	50.00'
C90	4150.00'	0°41'25"	50.00'	S77°59'43"W	50.00'
C91	4150.00'	0°41'25"	50.00'	S78°41'08"W	50.00'
C92	4150.00'	0°07'17"	8.80'	S79°05'29"W	8.80'
C93	25.00'	48°33'57"	21.19'	N75°46'24"W	20.56'
C94	50.00'	2°26'22"38"	241.18'	N09°40'44"W	66.67'
C95	25.00'	47°49'12"	20.87'	N58°02'33"E	20.27'

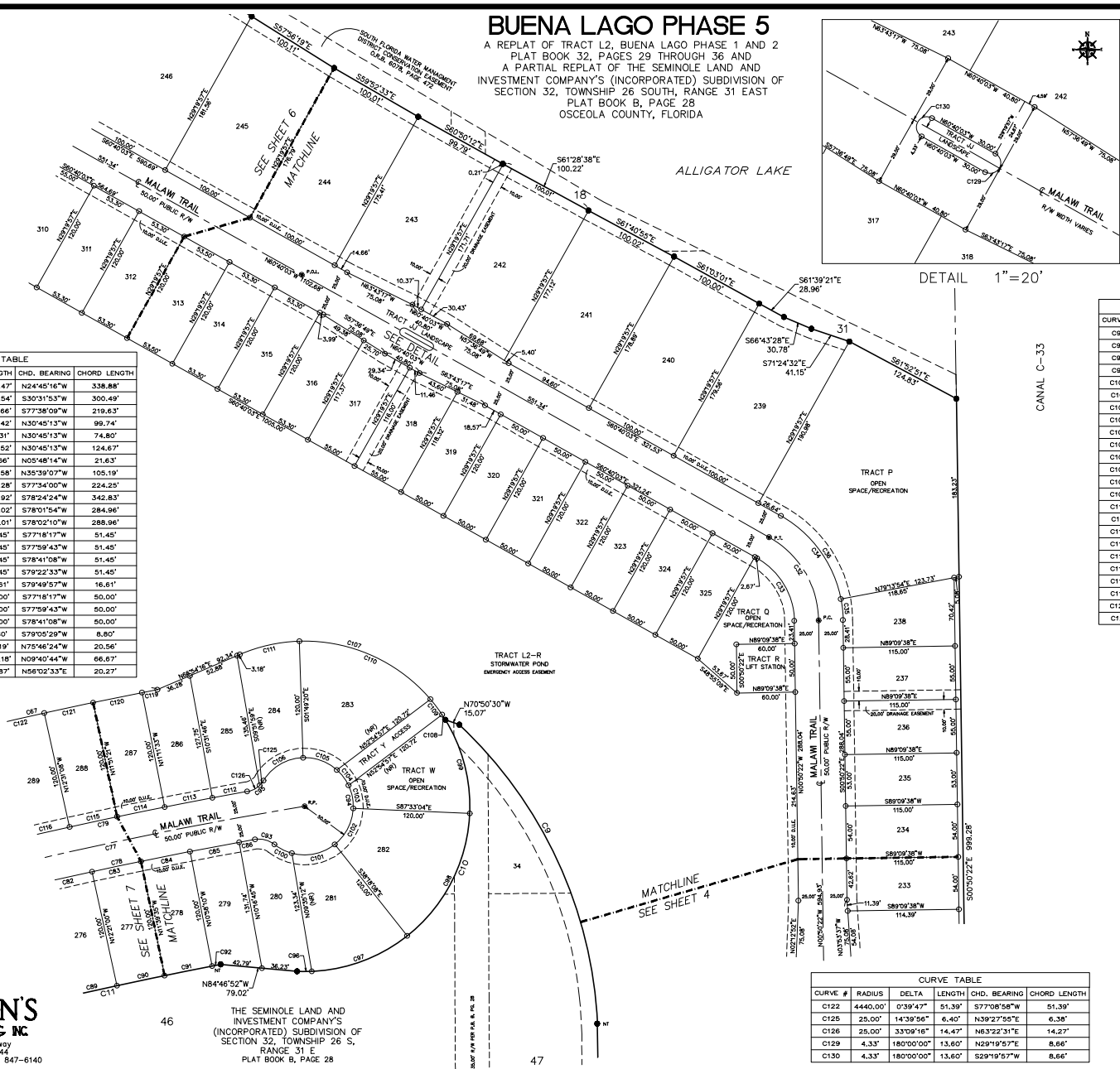
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C96	170.00'	5°08'40"	15.17'	S89°56'13"E	15.16'
C97	170.00'	35°49'33"	106.30'	S69°36'40"E	104.08'
C98	170.00'	49°14'58"	146.12'	N2°70'24"E	141.67'
C99	170.00'	34°01'21"	100.05'	N14°33'41"W	99.47'
C100	50.00'	23°12'49"	20.25'	S63°03'34"E	20.11'
C101	50.00'	53°38'29"	46.78'	N78°03'04"E	45.09'
C102	50.00'	49°14'55"	42.98'	N2°70'24"E	41.67'
C103	50.00'	27°59'46"	24.43'	N11°32'57"W	24.19'
C104	50.00'	23°04'26"	20.14'	N37°05'03"W	20.00'
C105	50.00'	43°12'04"	37.70'	N70°13'18"W	36.81'
C106	50.00'	56°02'43"	48.91'	S60°09'18"W	46.98'
C107	170.00'	81°31'16"	241.88'	N72°20'06"W	221.99'
C108	170.00'	2°08'14"	6.34'	N32°38'35"W	6.34'
C109	170.00'	6°44'40"	20.01'	N37°05'03"W	20.00'
C110	170.00'	51°21'57"	152.41'	N66°08'22"W	147.35'
C111	170.00'	21°16'23"	63.12'	S77°32'28"W	62.76'
C112	4320.00'	0°28'55"	36.34'	S79°42'42"W	36.34'
C113	4320.00'	0°39'47"	50.00'	S79°08'20"W	50.00'
C114	4320.00'	0°39'47"	50.00'	S78°28'33"W	50.00'
C115	4320.00'	0°39'47"	50.00'	S77°48'46"W	50.00'
C116	4320.00'	0°39'47"	50.00'	S77°08'58"W	50.00'
C119	4440.00'	0°12'22"	15.98'	S78°54'38"W	15.98'
C120	4440.00'	0°39'47"	51.39'	S78°28'33"W	51.39'
C121	4440.00'	0°39'47"	51.39'	S77°48'46"W	51.39'

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C122	4440.00'	0°39'47"	51.39'	S77°08'58"W	51.39'
C125	25.00'	143°39'58"	6.40'	N39°27'55"E	6.38'
C126	25.00'	33°09'16"	14.47'	N63°22'31"E	14.27'
C129	4.33'	180°00'00"	13.60'	N29°19'57"E	8.66'
C130	4.33'	180°00'00"	13.60'	S29°19'57"W	8.66'



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 900 Cross Prarie Parkway
 Kissimmee, Florida 34744
 Tel. (407) 847-2179 Fax (407) 847-6140
 L.S. #668

THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 S., RANGE 31 E PLAT BOOK B, PAGE 28



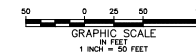
BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
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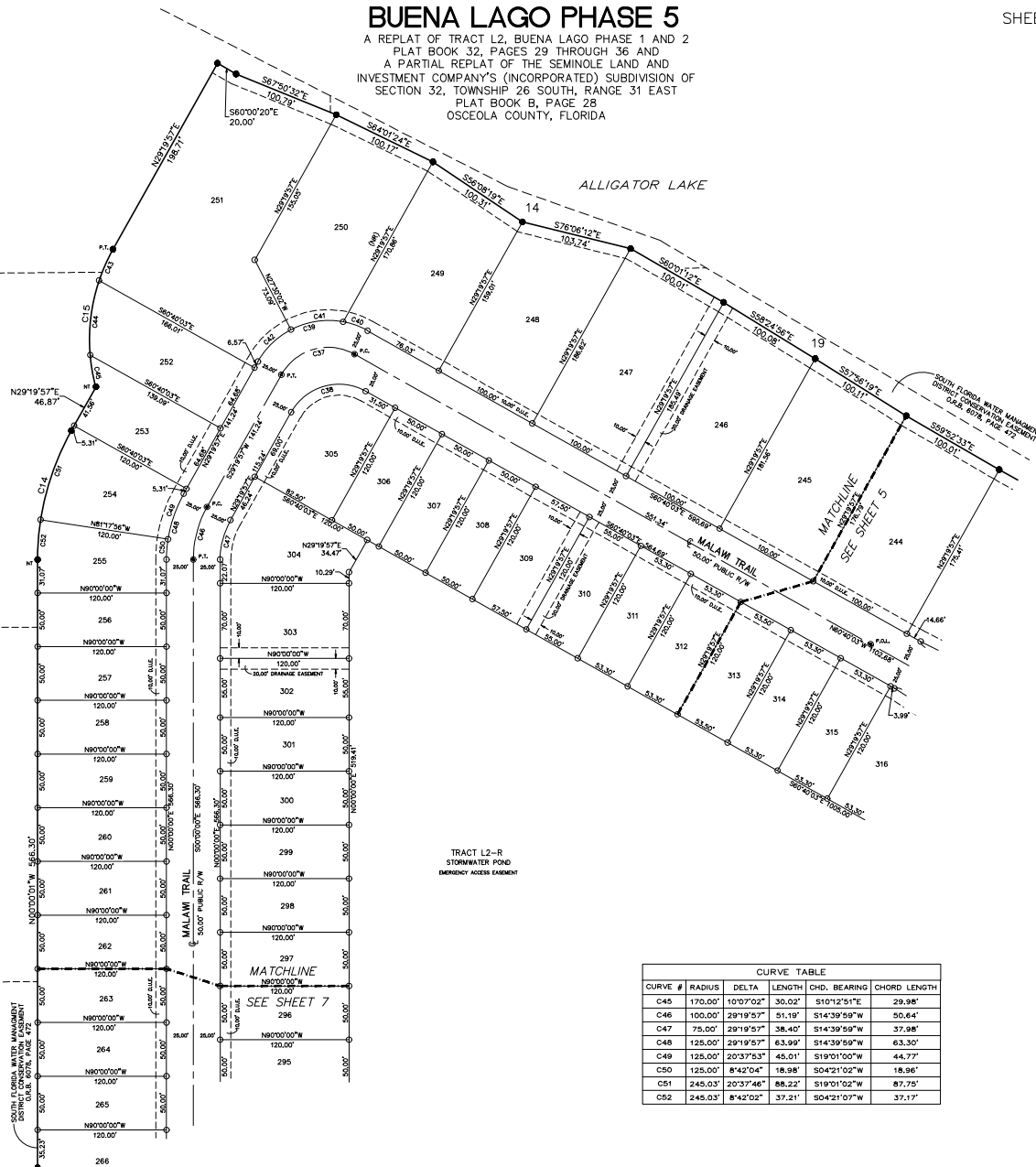
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THE SEMINOLE LAND AND
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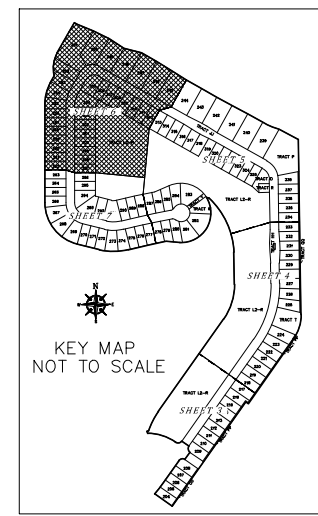
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C14	245.03'	29°19'48"	125.43'	N14°40'00"E	124.04'
C15	170.00'	44°36'19"	132.30'	N07°01'48"E	128.03'
C37	50.00'	90°00'00"	78.54'	S74°19'57"W	70.71'
C38	51.00'	90°00'00"	80.11'	S74°19'57"W	72.12'
C39	75.00'	90°00'00"	117.81'	S74°19'57"W	106.07'
C40	75.00'	18°38'09"	24.39'	N69°59'07"W	24.29'
C41	75.00'	38°11'50"	50.00'	S81°35'53"W	49.08'
C42	75.00'	33°10'01"	43.42'	S45°54'58"W	42.81'
C43	170.00'	10°42'28"	31.77'	S23°58'44"W	31.72'
C44	170.00'	23°46'51"	70.56'	S08°44'06"W	70.05'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C45	170.00'	10°07'02"	30.02'	S10°12'51"E	29.98'
C46	100.00'	29°19'57"	51.19'	S14°39'59"W	50.64'
C47	75.00'	29°19'57"	38.40'	S14°39'59"W	37.98'
C48	125.00'	29°19'57"	63.99'	S14°39'59"W	63.30'
C49	125.00'	20°37'53"	45.01'	S19°01'00"W	44.77'
C50	125.00'	8°42'04"	18.98'	S04°21'02"W	18.96'
C51	245.03'	20°37'46"	88.22'	S19°01'02"W	87.75'
C52	245.03'	8°42'02"	37.21'	S04°21'07"W	37.17'



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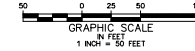
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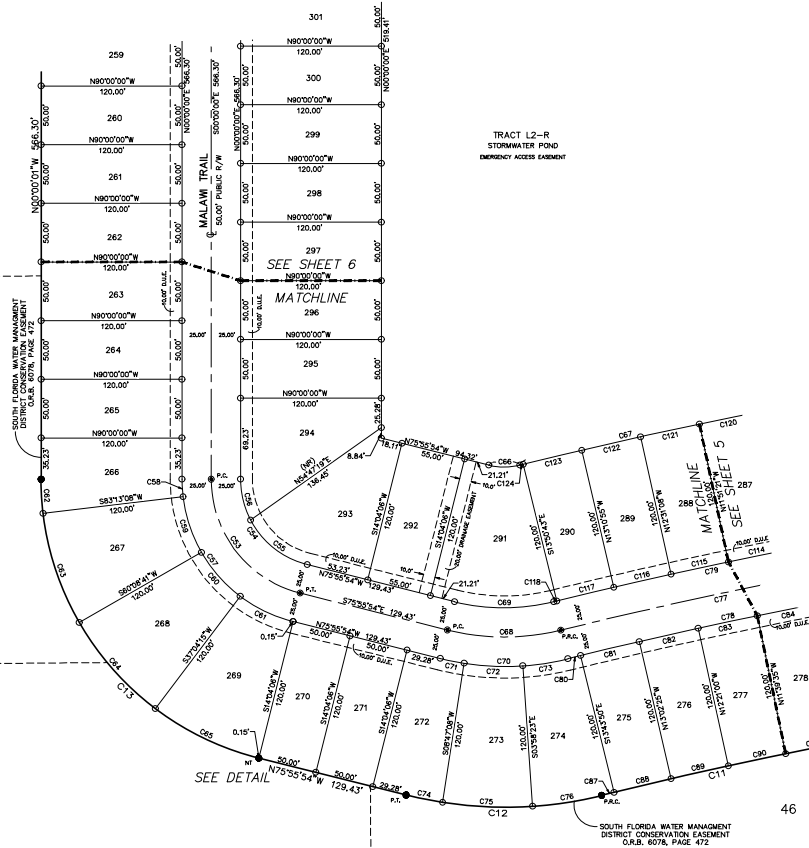


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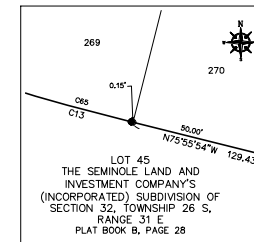
THE SEMINOLE LAND AND
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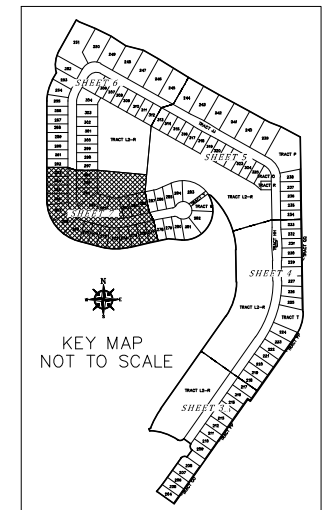


CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C12	345.00'	27°56'56"	168.29'	N89°54'22"W	166.63'
C13	245.00'	75°55'55"	324.69'	N37°57'57"W	301.44'
C53	100.00'	75°55'54"	132.53'	S37°57'57"E	123.04'
C54	75.00'	75°55'54"	99.39'	S37°57'57"E	92.28'
C55	75.00'	48°21'50"	63.30'	S51°45'14"E	61.44'
C56	75.00'	27°34'34"	36.10'	S13°47'17"E	35.75'
C57	125.00'	75°55'54"	165.68'	S37°57'57"E	153.80'
C58	125.00'	6°46'52"	14.79'	S03°23'26"E	14.79'
C59	125.00'	23°04'26"	50.34'	S18°19'05"E	50.00'
C60	125.00'	23°04'26"	50.34'	S41°23'32"E	50.00'
C61	125.00'	23°00'10"	50.18'	S64°25'50"E	48.85'
C62	245.00'	6°46'52"	29.00'	S03°23'26"E	28.98'
C63	245.00'	23°04'26"	98.67'	S18°19'05"E	98.00'
C64	245.00'	23°04'26"	98.67'	S41°23'32"E	98.00'
C65	245.00'	23°00'10"	98.36'	S64°25'50"E	97.70'
C66	55.00'	27°56'56"	26.83'	S89°54'22"E	26.56'
C67	4440.00'	2°53'39"	224.28'	S77°34'00"W	224.25'
C68	200.00'	27°56'56"	97.56'	S89°54'22"E	96.59'
C69	175.00'	27°56'56"	85.36'	S89°54'22"E	84.52'
C70	225.00'	27°56'56"	109.75'	S89°54'22"E	108.67'
C71	225.00'	51°18'57"	120.14'	S78°54'23"E	20.74'
C72	225.00'	12°45'31"	50.10'	S87°35'37"E	50.00'
C73	225.00'	9°54'27"	38.81'	N81°04'23"E	38.80'
C74	345.00'	6°16'57"	51.61'	S78°34'23"E	51.80'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C75	345.00'	12°45'31"	76.83'	S87°35'37"E	76.67'
C76	345.00'	9°54'27"	59.66'	N81°04'23"E	59.58'
C77	4295.00'	4°34'28"	342.92'	S78°24'24"W	342.83'
C78	4270.00'	3°49'28"	285.02'	S78°01'54"W	284.96'
C79	4320.00'	3°49'59"	289.01'	S78°02'10"W	288.96'
C80	4270.00'	0°09'00"	11.17'	S78°11'50"W	11.17'
C81	4270.00'	0°41'25"	51.45'	S78°36'52"W	51.45'
C82	4270.00'	0°41'25"	51.45'	S77°18'17"W	51.45'
C83	4270.00'	0°41'25"	51.45'	S77°59'43"W	51.45'
C84	4270.00'	0°41'25"	51.45'	S78°41'08"W	51.45'
C87	4150.00'	0°09'00"	10.86'	S78°11'40"W	10.86'
C88	4150.00'	0°41'25"	50.00'	S78°36'52"W	50.00'
C89	4150.00'	0°41'25"	50.00'	S77°18'17"W	50.00'
C90	4150.00'	0°41'25"	50.00'	S77°59'43"W	50.00'
C91	4150.00'	0°41'25"	50.00'	S78°41'08"W	50.00'
C114	4320.00'	0°39'47"	50.00'	S78°28'33"W	50.00'
C115	4320.00'	0°39'47"	50.00'	S77°48'46"W	50.00'
C116	4320.00'	0°39'47"	50.00'	S77°08'58"W	50.00'
C117	4320.00'	0°39'47"	50.00'	S76°29'11"W	50.00'
C118	4320.00'	0°02'07"	2.67'	S76°08'14"W	2.67'
C120	4440.00'	0°39'47"	51.39'	S78°28'33"W	51.39'
C121	4440.00'	0°39'47"	51.39'	S77°48'46"W	51.39'
C122	4440.00'	0°39'47"	51.39'	S77°08'58"W	51.39'
C123	4440.00'	0°39'47"	51.39'	S76°29'11"W	51.39'
C124	4440.00'	0°02'07"	2.74'	S76°08'14"W	2.74'



DETAIL 1"=5'



**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
BUENA LAGO PHASE 5 IMPROVEMENTS (EARTHWORK & MATERIALS)**

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the 22ND day of JULY, 2024, by **Blue Ox Enterprises, LLC**, having a mailing address 500 North Way, Sanford, Florida 32773 (“**Contractor**”), in favor of the **Buena Lago Community Development District (“District”)**, which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Florida Independent Contractor Agreement For Land Development (Fixed Price Award)*, dated _____, and between Contractor and Forestar (USA) Real Estate Group Inc., a Delaware corporation (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands

that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

BLUE OX ENTERPRISES, LLC



By: MATHEW LEMBRICH

Its: CFO

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22ND day of JULY, 2024, by MATHEW LEMBRICH as CFO of BLUE OX ENTERPRISES, LLC, and with authority to execute the foregoing on behalf of the entit(ides) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)



NOTARY PUBLIC, STATE OF _____

Name: _____

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Buena Lago Phase 5 Improvements (Earthwork & Materials)

Surface Water Management – Those certain materials for the drainage and surface water management systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract L2-R (Stormwater Pond) and any “Drainage Easements” and “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
SILT FENCE	\$6,649.50	\$5,984.55	\$-	\$664.95
DOUBLE SILT FENCE	\$9,758.00	\$8,782.20	\$-	\$975.80
CLEARING - BURN ON SITE	\$15,000.00	\$13,500.00	\$-	\$1,500.00
MOW AND DISK	\$9,379.80	\$8,441.82	\$-	\$937.98
EXCAVATION	\$496,810.02	\$402,416.12	\$49,681.00	\$44,712.90
EMBANKMENT	\$178,655.82	\$144,711.22	\$17,865.58	\$16,079.02
MUCK EXCAVATION	\$558,269.52	\$502,442.56	\$-	\$55,826.96
POND GRADING	\$8,268.80	\$5,953.54	\$1,653.76	\$661.50
DEWATERING	\$275,897.22	\$248,307.50	\$-	\$27,589.72
15" RCP - MATERIAL	\$15,467.52	\$13,920.77	\$-	\$1,546.75
18" RCP - MATERIAL	\$68,707.36	\$61,836.62	\$-	\$6,870.74
24" RCP - MATERIAL	\$48,170.08	\$43,353.07	\$-	\$4,817.01
30" RCP - MATERIAL	\$47,437.12	\$42,693.41	\$-	\$4,743.71
STORM MANHOLE - MATERIAL	\$4,715.51	\$4,243.96	\$-	\$471.55
STORM MANHOLE - INSTALLED	\$711.61	\$640.45	\$-	\$71.16
18" MES - MATERIAL	\$3,364.08	\$3,027.67	\$-	\$336.41
24" MES - MATERIAL	\$5,521.20	\$4,969.08	\$-	\$552.12
30" MES - MATERIAL	\$19,067.40	\$17,160.66	\$-	\$1,906.74
P-1 INLET - MATERIAL	\$7,192.98	\$6,473.68	\$-	\$719.30
P-2 INLET - MATERIAL	\$114,042.30	\$102,638.07	\$-	\$11,404.23
TYPE C INLET - MATERIAL	\$27,314.52	\$24,583.06	\$-	\$2,731.46
H CONTROL STRUCTURE - MATERIAL	\$13,789.54	\$12,410.59	\$-	\$1,378.95
WELL POINTS	\$44,910.72	\$40,419.65	\$-	\$4,491.07
TOTALS:	\$1,979,100.62	\$1,718,910.25	\$69,200.34	\$190,990.03

Wastewater Utilities – Those certain materials for the wastewater systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract R (Lift Station) and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
8" PVC O-6 SDR 26 - MATERIAL	\$22,594.88	\$20,335.39	\$-	\$2,259.49

8" PVC 6-8 SDR 26 - MATERIAL	\$19,770.52	\$17,793.47	\$-	\$1,977.05
8" PVC 8-10 SDR 26 - MATERIAL	\$13,351.52	\$12,016.37	\$-	\$1,335.15
8" PVC 10-12 SDR 26 - MATERIAL	\$12,324.48	\$11,092.03	\$-	\$1,232.45
8" PVC 10-12 SDR 26 - INSTALLED	\$14,414.40	\$12,972.96	\$-	\$1,441.44
8" PVC 12-14 SDR 26 - MATERIAL	\$11,810.96	\$10,629.86	\$-	\$1,181.10
8" PVC 12-14 SDR 26 - INSTALLED	\$17,265.64	\$15,539.08	\$-	\$1,726.56
8" PVC 14-16 SDR 26 - MATERIAL	\$1,027.60	\$924.84	\$-	\$102.76
8" PVC 14-16 SDR 26 - INSTALLED	\$1,765.68	\$1,589.11	\$-	\$176.57
MANHOLE 0-6 - MATERIAL	\$39,055.20	\$35,149.68	\$-	\$3,905.52
MANHOLE 6-8 - MATERIAL	\$42,290.84	\$38,061.76	\$-	\$4,229.08
MANHOLE 8-10 - MATERIAL	\$45,141.32	\$40,627.19	\$-	\$4,514.13
MANHOLE 10-12 - MATERIAL	\$23,613.28	\$21,251.95	\$-	\$2,361.33
MANHOLE 10-12 - INSTALLED	\$2,144.64	\$1,930.18	\$-	\$214.46
MANHOLE 12-14 - MATERIAL	\$39,248.54	\$35,323.69	\$-	\$3,924.85
MANHOLE 12-14 - INSTALLED	\$2,144.64	\$1,930.18	\$-	\$214.46
ARMOROCK MANHOLE 12-14 - MATERIAL	\$34,602.13	\$31,141.92	\$-	\$3,460.21
ARMOROCK MANHOLE 12-14 - INSTALLED	\$1,072.32	\$965.09	\$-	\$107.23
SINGLE LATERAL - MATERIAL	\$36,669.92	\$33,002.93	\$-	\$3,666.99
4" PVC FORCEMAIN - MATERIAL	\$15,138.00	\$13,624.20	\$-	\$1,513.80
FORCEMAIN FITTINGS - MATERIAL	\$17,479.30	\$15,731.37	\$-	\$1,747.93
FM 4" GATE VALVE - MATERIAL	\$2,593.68	\$2,334.31	\$-	\$259.37
LIFT STATION - MATERIAL	\$308,368.80	\$277,531.92	\$-	\$30,836.88
TOTALS:	\$723,888.29	\$651,499.48		\$72,388.81

Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,686.00	\$1,517.40	\$-	\$168.60
6" PVC - MATERIAL	\$1,808.80	\$1,627.92	\$-	\$180.88
8" PVC - MATERIAL	\$5,596.20	\$5,036.58	\$-	\$559.62
12" PVC - MATERIAL	\$270,668.80	\$243,601.92	\$-	\$27,066.88
WM SINGLE SERVICE - MATERIAL	\$2,669.46	\$2,402.51	\$-	\$266.95
WM DOUBLE SERVICE - MATERIAL	\$58,362.87	\$52,526.58	\$-	\$5,836.29
WATER FITTINGS - MATERIAL	\$41,045.41	\$36,940.87	\$-	\$4,104.54
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
12" GATE VALVE - MATERIAL	\$21,616.15	\$19,454.53	\$-	\$2,161.62
FIRE HYDRANT - MATERIAL	\$69,294.90	\$62,365.41	\$-	\$6,929.49
TOTALS:	\$479,894.05	\$431,904.63	\$-	\$47,989.42

Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,798.40	\$1,618.56	\$-	\$179.84
6" PVC - MATERIAL	\$32,558.40	\$29,302.56	\$-	\$3,255.84
8" PVC - MATERIAL	\$88,917.40	\$80,025.66	\$-	\$8,891.74
RM SINGLE SERVICE - MATERIAL	\$5,783.83	\$5,205.45	\$-	\$578.38
RM DOUBLE SERVICE - MATERIAL	\$54,267.23	\$48,840.51	\$-	\$5,426.72
RECLAIM FITTINGS - MATERIAL	\$16,879.57	\$15,191.61	\$-	\$1,687.96
6" GATE VALVE - MATERIAL	\$3,184.32	\$2,865.89	\$-	\$318.43
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
TOTALS:	\$210,534.61	\$189,481.15	\$-	\$21,053.46

TOTAL COSTS OF PHASE 5 MATERIALS				
Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Stormwater Materials	\$1,979,100.62	\$1,718,910.25	\$69,200.34	\$190,990.03
Wastewater Materials	\$723,888.29	\$651,499.48		\$72,388.81
Water Materials	\$479,894.05	\$431,904.63	\$-	\$47,989.42
Reuse Materials	\$210,534.61	\$189,481.15	\$-	\$21,053.46
TOTALS:	\$3,393,417.57	\$2,991,795.51	\$69,200.34	\$332,421.72

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 5 of the project as described in the District’s *Engineer’s Report – Amended and Restated*, dated June 18, 2024.

DISTRICT ENGINEER'S CERTIFICATE
BUENA LAGO PHASE 5 IMPROVEMENTS (EARTHWORK & MATERIALS)

July 18, 2024

Board of Supervisors
Buena Lago Community Development District

Re: Buena Lago Community Development District
Acquisition of Improvements – Buena Lago Phase 5 Improvements (Earthwork & Materials)

Ladies and Gentlemen:

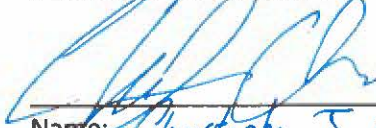
The undersigned, a representative of Dewberry Engineers Inc. ("**District Engineer**"), as engineer for the Buena Lago Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc., a Delaware corporation ("**Developer**") of the "**Improvements**" and "**Work Product**," as further described in **Exhibit A** attached hereto, and in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Improvements and Work Product, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report – Amended and Restated*, dated June 18, 2024 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in substantial accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify to the best of my knowledge, information and belief and that it is appropriate at this time to acquire the Improvements and Work Product.

I declare that I have read the foregoing District Engineer's Certificate and the facts alleged are true and correct to the best of my knowledge and belief.

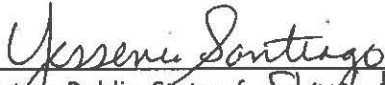
Executed this 18th day of July, 2024.

DEWBERRY ENGINEERS INC.


Name: Christopher J. Allen
Florida Registration No. 55519

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 18th day of July, 2024, by Christopher James Allen, on behalf of Dewberry Engineers-inc., who is personally known to me or who has produced Florida Driver's License as identification, and did or did not [] take the oath.


Notary Public, State of Florida
Print Name: Yessenia Santiago
Commission No.: HH 206001
My Commission Expires: April 8, 2026

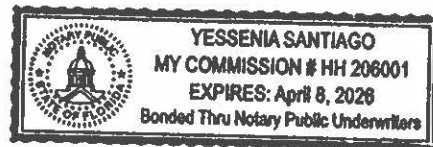


EXHIBIT A

Description of Buena Lago Phase 5 Improvements (Earthwork & Materials)

Surface Water Management – Those certain materials for the drainage and surface water management systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract L2-R (Stormwater Pond) and any “Drainage Easements” and “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
SILT FENCE	\$6,649.50	\$5,984.55	\$-	\$664.95
DOUBLE SILT FENCE	\$9,758.00	\$8,782.20	\$-	\$975.80
CLEARING - BURN ON SITE	\$15,000.00	\$13,500.00	\$-	\$1,500.00
MOW AND DISK	\$9,379.80	\$8,441.82	\$-	\$937.98
EXCAVATION	\$496,810.02	\$402,416.12	\$49,681.00	\$44,712.90
EMBANKMENT	\$178,655.82	\$144,711.22	\$17,865.58	\$16,079.02
MUCK EXCAVATION	\$558,269.52	\$502,442.56	\$-	\$55,826.96
POND GRADING	\$8,268.80	\$5,953.54	\$1,653.76	\$661.50
DEWATERING	\$275,897.22	\$248,307.50	\$-	\$27,589.72
15" RCP - MATERIAL	\$15,467.52	\$13,920.77	\$-	\$1,546.75
18" RCP - MATERIAL	\$68,707.36	\$61,836.62	\$-	\$6,870.74
24" RCP - MATERIAL	\$48,170.08	\$43,353.07	\$-	\$4,817.01
30" RCP - MATERIAL	\$47,437.12	\$42,693.41	\$-	\$4,743.71
STORM MANHOLE - MATERIAL	\$4,715.51	\$4,243.96	\$-	\$471.55
18" MES - MATERIAL	\$3,364.08	\$3,027.67	\$-	\$336.41
24" MES - MATERIAL	\$5,521.20	\$4,969.08	\$-	\$552.12
30" MES - MATERIAL	\$19,067.40	\$17,160.66	\$-	\$1,906.74
P-1 INLET - MATERIAL	\$7,192.98	\$6,473.68	\$-	\$719.30
P-2 INLET - MATERIAL	\$114,042.30	\$102,638.07	\$-	\$11,404.23
TYPE C INLET - MATERIAL	\$27,314.52	\$24,583.06	\$-	\$2,731.46
H CONTROL STRUCTURE - MATERIAL	\$13,789.54	\$12,410.59	\$-	\$1,378.95
WELL POINTS	\$44,910.72	\$40,419.65	\$-	\$4,491.07
TOTALS:	\$1,978,389.01	\$1,718,269.80	\$69,200.34	\$190,918.87

Wastewater Utilities – Those certain materials for the wastewater systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract R (Lift Station) and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
8" PVC 0-6 SDR 26 - MATERIAL	\$22,594.88	\$20,335.39	\$-	\$2,259.49
8" PVC 6-8 SDR 26 - MATERIAL	\$19,770.52	\$17,793.47	\$-	\$1,977.05

8" PVC 8-10 SDR 26 - MATERIAL	\$13,351.52	\$12,016.37	\$-	\$1,335.15
8" PVC 10-12 SDR 26 - MATERIAL	\$12,324.48	\$11,092.03	\$-	\$1,232.45
8" PVC 12-14 SDR 26 - MATERIAL	\$11,810.96	\$10,629.86	\$-	\$1,181.10
8" PVC 14-16 SDR 26 - MATERIAL	\$1,027.60	\$924.84	\$-	\$102.76
MANHOLE 0-6 - MATERIAL	\$39,055.20	\$35,149.68	\$-	\$3,905.52
MANHOLE 6-8 - MATERIAL	\$42,290.84	\$38,061.76	\$-	\$4,229.08
MANHOLE 8-10 - MATERIAL	\$45,141.32	\$40,627.19	\$-	\$4,514.13
MANHOLE 10-12 - MATERIAL	\$23,613.28	\$21,251.95	\$-	\$2,361.33
MANHOLE 12-14 - MATERIAL	\$39,248.54	\$35,323.69	\$-	\$3,924.85
ARMOROCK MANHOLE 12-14 - MATERIAL	\$34,602.13	\$31,141.92	\$-	\$3,460.21
SINGLE LATERAL - MATERIAL	\$36,669.92	\$33,002.93	\$-	\$3,666.99
4" PVC FORCEMAIN - MATERIAL	\$15,138.00	\$13,624.20	\$-	\$1,513.80
FORCEMAIN FITTINGS - MATERIAL	\$17,479.30	\$15,731.37	\$-	\$1,747.93
FM 4" GATE VALVE - MATERIAL	\$2,593.68	\$2,334.31	\$-	\$259.37
LIFT STATION - MATERIAL	\$308,368.80	\$277,531.92	\$-	\$30,836.88
TOTALS:	\$685,080.97	\$616,572.88	\$0.00	\$68,508.09

Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,686.00	\$1,517.40	\$-	\$168.60
6" PVC - MATERIAL	\$1,808.80	\$1,627.92	\$-	\$180.88
8" PVC - MATERIAL	\$5,596.20	\$5,036.58	\$-	\$559.62
12" PVC - MATERIAL	\$270,668.80	\$243,601.92	\$-	\$27,066.88
WM SINGLE SERVICE - MATERIAL	\$2,669.46	\$2,402.51	\$-	\$266.95
WM DOUBLE SERVICE - MATERIAL	\$58,362.87	\$52,526.58	\$-	\$5,836.29
WATER FITTINGS - MATERIAL	\$41,045.41	\$36,940.87	\$-	\$4,104.54
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
12" GATE VALVE - MATERIAL	\$21,616.15	\$19,454.53	\$-	\$2,161.62
FIRE HYDRANT - MATERIAL	\$69,294.90	\$62,365.41	\$-	\$6,929.49
TOTALS:	\$479,894.05	\$431,904.63	\$-	\$47,989.42

Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,798.40	\$1,618.56	\$-	\$179.84

6" PVC - MATERIAL	\$32,558.40	\$29,302.56	\$-	\$3,255.84
8" PVC - MATERIAL	\$88,917.40	\$80,025.66	\$-	\$8,891.74
RM SINGLE SERVICE - MATERIAL	\$5,783.83	\$5,205.45	\$-	\$578.38
RM DOUBLE SERVICE - MATERIAL	\$54,267.23	\$48,840.51	\$-	\$5,426.72
RECLAIM FITTINGS - MATERIAL	\$16,879.57	\$15,191.61	\$-	\$1,687.96
6" GATE VALVE - MATERIAL	\$3,184.32	\$2,865.89	\$-	\$318.43
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
TOTALS:	\$210,534.61	\$189,481.15	\$-	\$21,053.46

TOTAL COSTS OF PHASE 5 MATERIALS				
Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Stormwater Materials	\$1,978,389.01	\$1,718,269.80	\$69,200.34	\$190,918.87
Wastewater Materials	\$685,080.97	\$616,572.88	\$0.00	\$68,508.09
Water Materials	\$479,894.05	\$431,904.63	\$-	\$47,989.42
Reuse Materials	\$210,534.61	\$189,481.15	\$-	\$21,053.46
TOTALS:	\$3,353,898.64	\$2,956,228.46	\$69,200.34	\$328,469.84

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 5 of the project as described in the District’s *Engineer’s Report – Amended and Restated*, dated June 18, 2024.

EXHIBIT B

SHEET 1 OF 7

PLAT BOOK PAGE

BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2... A PARTIAL REPLAT OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST...

COMMUNITY DECLARATION FOR BUENA LAGO IS FILED IN O.R.B. 6165, PAGE 1278, FIRST SUPPLEMENTAL DECLARATION IS FILED IN O.R.B. 6492, PAGE 187 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LEGAL DESCRIPTION

Tract L2, BUENA LAGO PHASE 1 AND 2, as recorded in Plat Book 32, Pages 29 through 36 of the Public Records of Osceola County, Florida and portions of Lots 13, 14, 18, 19, 20, 29, 30, 31, 34, 35, 36, 45, 46, 47, 50, 63, 66, 67 and 78... BEGN at the Northeast corner of Tract M, BUENA LAGO PHASE 1 AND 2, as recorded in Plat Book 32, Pages 29 through 36 of the Public Records of Osceola County, Florida; thence run N54°50'22"W, along the North line of said Tract M, a distance of 124.17 feet to a point on the Easterly Right of Way of Malawi Trail, BUENA LAGO PHASE 4, as recorded in Plat Book 34, Pages 88 through 91 of the Public Records of Osceola County, Florida, being a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 775.00 feet and a Central Angle of 0°56'55"; thence along said Easterly Right of Way the following five (5) courses: run Northerly along the arc of said curve, a distance of 80.46 feet (Chord Bearing = N38°08'05"E, Chord = 80.43 feet), to the Point of Tangency; thence run N35°09'38"E, a distance of 154.68 feet to the Point of Curvature of a curve concave to the South, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Easterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N80°09'38"E, Chord = 35.36 feet) to a point; thence run N35°09'38"E, a distance of 50.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Northerly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N09°50'22"W, Chord = 35.36 feet), to a point on the Northerly Right of Way of Mosser Road of said BUENA LAGO PHASE 4; thence along said Northerly Right of Way the following four (4) courses: run N54°49'44"W, a distance of 50.01 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 25.00 feet and a Central Angle of 90°01'19"; thence run Westerly along the arc of said curve, a distance of 39.28 feet (Chord Bearing = S80°08'03"W, Chord = 35.36 feet) to a point; thence run N45°00'22"W, a distance of 2.28 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 275.00 feet and a Central Angle of 42°28'57"; thence run Westerly along the arc of said curve, a distance of 203.30 feet (Chord Bearing = N76°04'52"W, Chord = 199.26 feet) to a point on the East line of Lot 413 of said BUENA LAGO PHASE 4; thence run N07°19'26"W, along said East line, a distance of 108.18 feet; thence run S59°09'51"E, a distance of 31.54 feet to the Point of Curvature of a curve concave to the North, having a Radius of 50.00 feet and a Central Angle of 44°41'23"; thence run Southeastward along the arc of said curve, a distance of 39.00 feet (Chord Bearing = S81°50'32"E, Chord = 38.02 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 91.00 feet and a Central Angle of 31°27'45"; thence run Northerly along the arc of said curve, a distance of 46.87 feet (Chord Bearing = N45°35'52"E, Chord = 49.34 feet) to the Point of Tangency; thence run N35°10'00"E, a distance of 661.15 feet to the Point of Curvature of a curve concave to the West, having a Radius of 331.00 feet and a Central Angle of 36°00'00"; thence run Northerly along the arc of said curve, a distance of 207.97 feet (Chord Bearing = N17°10'00"E, Chord = 204.57 feet) to the Point of Tangency; thence run N00°49'59"W, a distance of 186.19 feet to a point on a Non-Tangent curve, concave to the Southwest, having a Radius of 449.34 feet and a Central Angle of 44°18'24"; thence run Northwesterly along the arc of said curve, a distance of 347.47 feet (Chord Bearing = N24°45'16"W, Chord = 338.88 feet) to a point; thence run N70°50'30"W, a distance of 16.07 feet to a point on a South Florida Water Management District Conservation Easement as described in Official Records Book 6078, Page 472 of the Public Records of Osceola County, Florida, being a Non-Tangent curve, concave to the Northwest, having a Radius of 170.00 feet and a Central Angle of 124°12'28"; thence along said Conservation Easement the following twenty-eight (28) courses: run Southwesterly along the arc of said curve, a distance of 368.54 feet (Chord Bearing = S30°31'53"W, Chord = 300.49 feet) to a point; thence run N84°48'52"W, a distance of 79.02 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 415.00 feet and a Central Angle of 03°01'57"; thence run Northerly along the arc of said curve, a distance of 219.66 feet (Chord Bearing = S77°38'09"W, Chord = 219.63 feet) to a Point of Reverse Curve, concave to the North, having a Radius of 345.00 feet and a Central Angle of 27°56'56"; thence run Westerly along the arc of said curve, a distance of 168.29 feet (Chord Bearing = N89°54'22"W, Chord = 166.63 feet) to the Point of Tangency; thence run N75°55'54"W, a distance of 129.43 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 245.00 feet and a Central Angle of 72°59'55"; thence run Northwesterly along the arc of said curve, a distance of 324.69 feet (Chord Bearing = N37°57'57"W, Chord = 301.44 feet) to a point; thence run N00°07'01"W, a distance of 566.30 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 245.00 feet and a Central Angle of 23°19'45"; thence run Northerly along the arc of said curve, a distance of 125.43 feet (Chord Bearing = N14°45'07"E, Chord = 124.06 feet) to a point on a Non-Tangent curve, concave to the East, having a Radius of 170.00 feet and a Central Angle of 43°38'19"; thence run Northerly along the arc of said curve, a distance of 132.35 feet (Chord Bearing = N07°01'48"E, Chord = 129.03 feet) to the Point of Tangency; thence run N29°19'57"E, a distance of 198.71 feet; thence run S60°00'20"E, a distance of 20.00 feet; thence run S87°50'32"E, a distance of 100.79 feet; thence run S64°01'24"E, a distance of 100.17 feet; thence run S58°08'19"E, a distance of 100.31 feet; thence run S76°06'12"E, a distance of 103.74 feet; thence run S60°01'12"E, a distance of 100.01 feet; thence run S58°24'56"E, a distance of 100.08 feet; thence run S57°56'19"E, a distance of 100.11 feet; thence run S59°52'33"E, a distance of 100.01 feet; thence run S67°50'12"E, a distance of 99.79 feet; thence run S87°56'38"E, a distance of 100.22 feet; thence run S61°40'55"E, a distance of 100.02 feet; thence run S81°03'04"E, a distance of 100.00 feet; thence run S61°39'21"E, a distance of 29.96 feet; thence run S68°43'28"E, a distance of 30.78 feet; thence run S71°43'22"E, a distance of 41.15 feet; thence run S61°52'51"E, a distance of 124.83 feet to a point on the Westerly Right of Way of Canal C-33; thence along said Westerly Right of Way the following five (5) courses: run S00°50'22"E, a distance of 999.28 feet to the Point of Curvature of a curve concave to the West, having a Radius of 240.00 feet and a Central Angle of 36°00'00"; thence run Southerly along the arc of said curve, a distance of 150.80 feet (Chord Bearing = S17°03'38"W, Chord = 148.33 feet) to the Point of Tangency; thence run S35°09'38"W, a distance of 45.00 feet; thence run N54°50'22"W, a distance of 15.00 feet; thence run S35°09'38"W, a distance of 730.00 feet to the POINT OF BEGINNING.

Containing 43.57 acres, more or less.

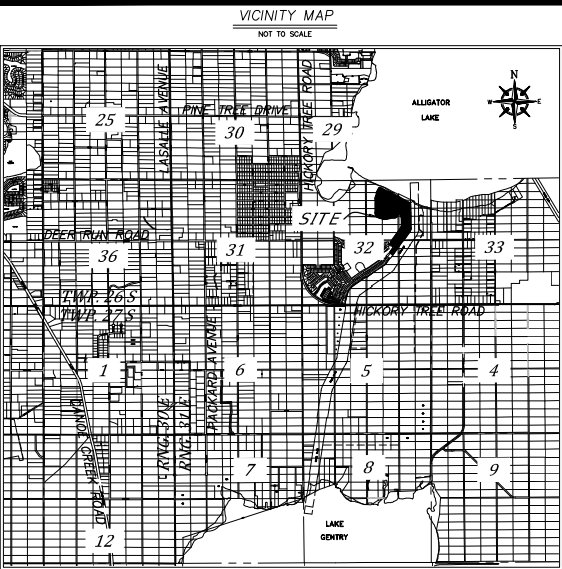
Table with 2 columns: SHEET NUMBER and DESCRIPTION. SHEET 1 DEDICATION, LEGAL DESCRIPTION, NOTES. SHEET 2 OVERALL DETAIL. SHEETS 3-7 LOT AND TRACT DETAILS.

LEGEND

Table with 4 columns: ABBREVIATION, DESCRIPTION, ABBREVIATION, DESCRIPTION. Includes CHORD, CENTERLINE, DRAINAGE EASEMENT, D.U.E., etc.

- DENOTES 1/2" IRON ROD WITH CAP "PRM L.B. 966"
○ DENOTES 1/2" IRON ROD WITH CAP "L.B. 966"
■ DENOTES NAIL AND DISK "PCP L.B. 966"
■ DENOTES 4"x4" CONCRETE MONUMENT "SFMMD" (PRM)

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat.



NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT), REFERENCE BEARING BEING THE WESTERLY RIGHT OF WAY LINE OF THE CANAL C-33 RIGHT OF WAY AS S35°09'38"W.
2. ALL LOTS THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL, UNLESS OTHERWISE NOTED AS BEING NON-RADIAL (NR).
3. THERE ARE 1000 FOOT DRAINAGE AND UTILITY EASEMENTS ALONG ALL STREET RIGHT OF WAY LINES (UNLESS OTHERWISE DEPICTED).
4. ALL PLATED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES...
19. MEDANS AND INGRESS STRIPS WITHIN OSCEOLA COUNTY RIGHTS OF WAY INTERNAL TO THE PLATTED SUBDIVISION MAY BE LANDSCAPED PER THE APPROVED SITE DEVELOPMENT PLAN FOR THE PROJECT...

JOHNSTON'S SURVEYING INC. 900 Cross Prarie Parkway Kissimmee, Florida 34744 Tel. (407) 847-2778 (fx (407) 847-6140 L.B. #968

DEDICATION BUENA LAGO PHASE 5

KNOW ALL MEN BY THESE PRESENTS, THAT FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, BEING THE OWNER IN FEE SIMPLE OF THE LANDS IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT ENTITLED BUENA LAGO PHASE 5 FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES THE STREETS, UTILITY EASEMENTS, DRAINAGE EASEMENTS AND EMERGENCY ACCESS INGRESS/EGRESS EASEMENT OVER TRACT L2-R TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed and sealed by the person(s) named below on 2024.

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: Chris Tyree Vice President

WITNESSES:

Signature _____ Signature _____

Print Name _____ Print Name _____

STATE OF FLORIDA COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE

NOTARIZATION, THIS _____ DAY OF _____ 2024, BY CHRIS TYREE, AS VICE PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY PUBLIC

NOTARY COMMISSION No. _____ NOTARY EXPIRATION _____

CERTIFICATE OF SURVEYOR

KNOW ALL BY THESE PRESENTS, THAT the undersigned, being a licensed surveyor registered in the State of Florida, does hereby certify that on 1/15/2024 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed and shown therein as required by Osceola County requirements and regulations, the survey was prepared under the undersigned responsible direction and supervision and that the survey data complies with all requirements of Chapter 177, F.S.; that permanent control points will be placed as required by Ch. 177, F.S.; and that said land is located in Section 32, Township 26 South, Range 31 East, Osceola County, Florida.

Richard D. Brown, P.S.M. Dated _____ Registration No. 5700 Professional Surveying Certificate of Authorization No. L.B. 968

JOHNSTON'S SURVEYING INC. 900 Cross Prarie Parkway Kissimmee, Florida 34744 Tel. (407) 847-2778 (fx (407) 847-6140

CERTIFICATE OF APPROVAL BY SURVEYOR REPRESENTING OSCEOLA COUNTY

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature _____ Dated _____ Florida Professional Surveyor and Mapper under contract to Osceola County, Florida

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: _____ County Engineer _____ Date _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

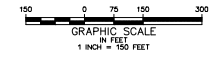
THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the Board of County Commissioners of Osceola County, Florida.

Chair/Vice Chair of the Board Attest: Clerk of the Board

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of the Osceola County Land Development Code, and was filed for record on _____ at _____ in and for Osceola County, Florida

File No. _____ In and for Osceola County, Florida _____, D.C.

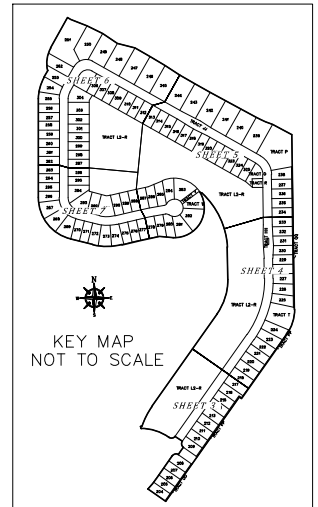
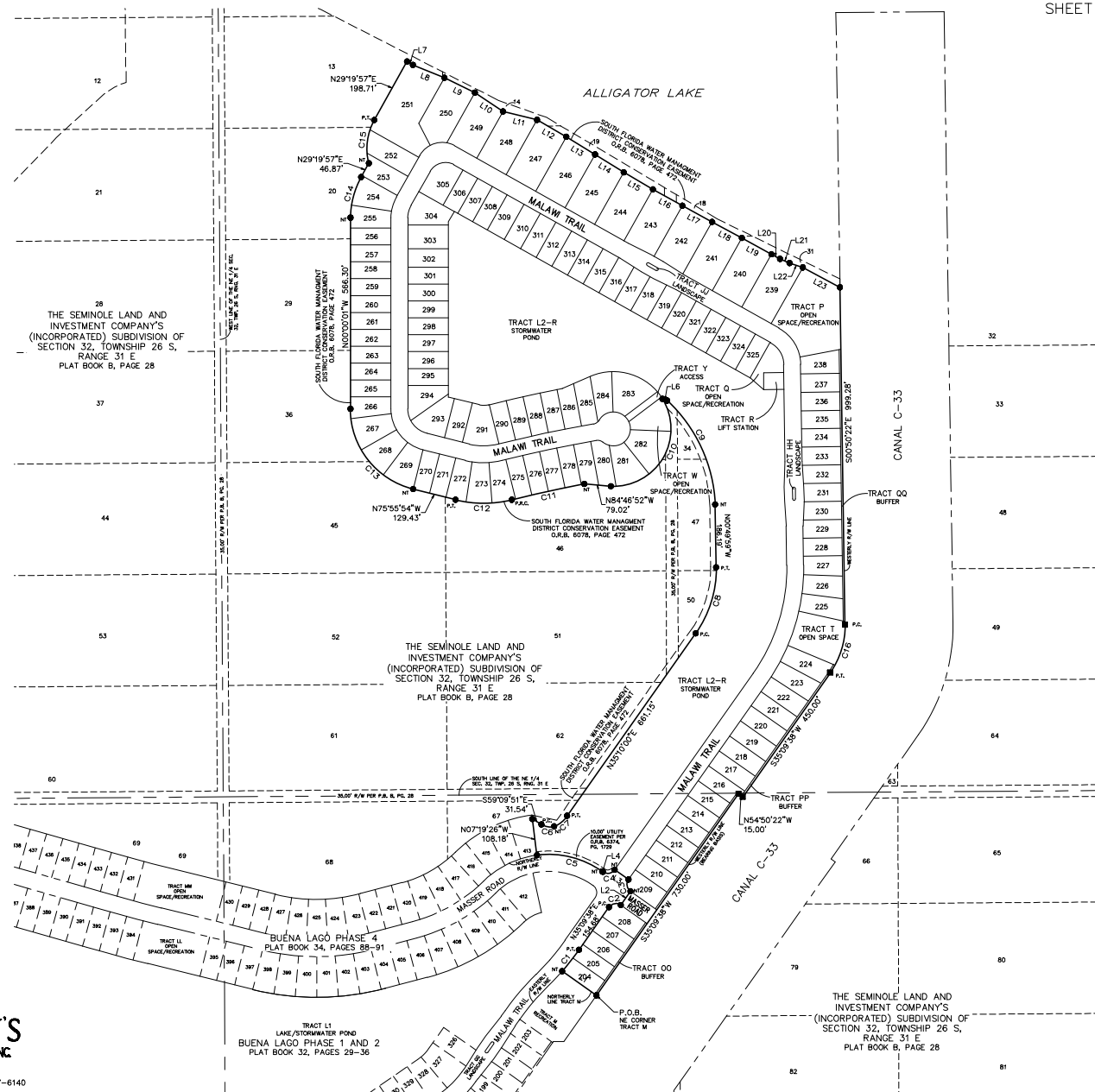


BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
 A PARTIAL REPLAT OF THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
 PLAT BOOK B, PAGE 28
 OSCEOLA COUNTY, FLORIDA

LINE #	DIRECTION	LENGTH
L1	N54°50'22"W	124.17'
L2	N35°09'38"E	50.00'
L3	N54°49'44"W	50.01'
L4	N54°50'22"W	2.28'
L6	N70°50'30"W	15.07'
L7	S80°00'20"E	20.00'
L8	S67°30'32"E	100.79'
L9	S64°01'24"E	100.17'
L10	S58°08'19"E	100.31'
L11	S76°06'12"E	103.74'
L12	S60°01'12"E	100.01'
L13	S58°24'56"E	100.08'
L14	S57°56'19"E	100.11'
L15	S59°52'33"E	100.01'
L16	S60°50'12"E	99.79'
L17	S61°28'38"E	100.22'
L18	S61°40'55"E	100.02'
L19	S61°03'01"E	100.00'
L20	S61°39'21"E	28.96'
L21	S66°43'28"E	30.78'
L22	S71°24'32"E	41.15'
L23	S61°52'51"E	124.63'

CURVE #	RADIUS	DELTA	LEN014	CHD. BEARING	CHORD LENGTH
C1	775.00'	5°56'55"	80.46'	N38°08'05"E	80.43'
C2	25.00'	90°00'00"	39.27'	N80°09'38"E	35.36'
C3	25.00'	90°00'00"	39.27'	N09°50'22"W	35.36'
C4	25.00'	90°01'19"	39.28'	S80°08'03"W	35.36'
C5	275.00'	42°28'57"	203.90'	N76°04'52"W	199.26'
C8	331.00'	36°00'00"	207.97'	N17°10'00"E	204.57'
C9	449.34'	44°18'24"	347.47'	N24°48'16"W	338.88'
C10	170.00'	124°12'28"	368.54'	S30°31'53"W	300.49'
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C12	345.00'	27°56'56"	165.20'	N89°54'22"W	166.83'
C13	245.00'	75°55'55"	324.68'	N37°57'57"W	301.44'
C14	245.00'	29°19'48"	125.43'	N14°40'00"E	124.06'
C15	170.00'	44°36'19"	132.35'	N07°01'48"E	129.03'
C16	240.00'	36°00'00"	150.80'	S17°09'38"W	148.33'



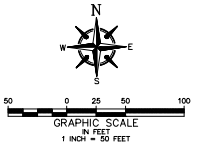
JOHNSTON'S SURVEYING INC.
 900 Cross Prarie Parkway
 Kissimmee, Florida 34744
 Tel. (407) 847-2179 Fax (407) 847-6140
 L.B. #868

BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
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 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
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SHEET 3 OF 7

PLAT BOOK PAGE



THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S.,
 RANGE 31 E.
 PLAT BOOK 8, PAGE 28

TRACT L2-R
 STORMWATER POND
 EMERGENCY ACCESS EASEMENT

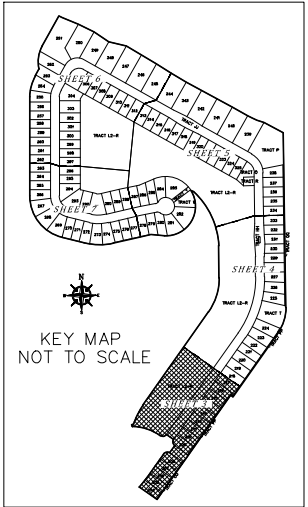
TRACT L1
 LAKE/STORMWATER POND
 BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29-36

BUENA LAGO PHASE 4
 PLAT BOOK 34, PAGES 88-91

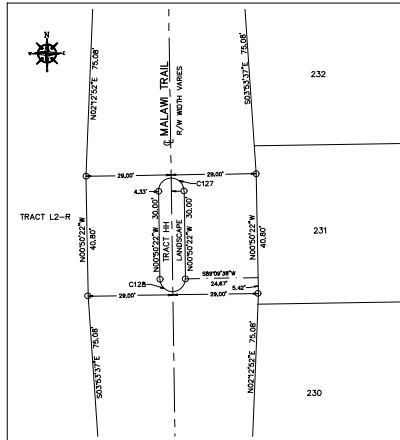
BUENA LAGO PHASE 4
 PLAT BOOK 34, PAGES 88-91

BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29-36

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	775.00'	5°56'55"	80.46'	N38°08'05"E	80.43'
C2	25.00'	90°00'00"	39.27'	N80°09'38"E	35.36'
C3	25.00'	90°00'00"	39.27'	N09°50'22"W	35.36'
C4	25.00'	90°01'19"	39.28'	S80°08'03"W	35.36'
C5	275.00'	42°28'57"	203.90'	N76°04'52"W	199.26'
C6	50.00'	44°41'23"	39.00'	S81°30'32"E	36.02'
C7	91.00'	31°27'45"	49.97'	N50°53'52"E	49.34'
C17	775.00'	3°42'24"	50.14'	N39°15'20"E	50.13'
C18	775.00'	2°14'31"	30.32'	N36°16'53"E	30.32'



JOHNSTON'S
 SURVEYING INC.
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 L.B. #885



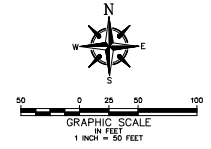
DETAIL 1" = 20'

THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 S., RANGE 31 E PLAT BOOK B, PAGE 28

SEE SHEET 5 MATCHLINE

MATCHLINE SEE SHEET 3

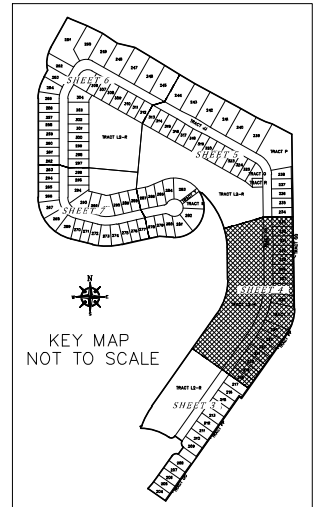
BUENA LAGO PHASE 5
 A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C8	331.00'	36°00'00"	207.97'	N17°10'00"E	204.57'
C9	449.34'	44°18'24"	347.47'	N24°45'16"W	338.88'
C16	240.00'	36°00'00"	150.80'	S17°09'38"W	148.33'
C19	565.00'	36°00'00"	355.00'	N17°09'38"E	349.19'
C20	540.00'	36°00'00"	339.29'	N17°09'38"E	333.74'
C21	590.00'	36°00'00"	370.71'	N17°09'38"E	364.04'
C22	240.00'	6°17'00"	26.32'	N32°01'07"E	26.31'
C23	240.00'	29°42'58"	124.47'	N14°01'07"E	123.08'
C24	235.00'	6°09'16"	25.24'	N32°08'00"E	25.23'
C25	590.00'	2°02'46"	21.07'	N34°08'15"E	21.07'
C26	590.00'	5°08'55"	53.02'	N30°32'24"E	53.00'
C27	590.00'	5°08'55"	53.02'	N25°23'28"E	53.00'
C28	590.00'	10°17'50"	108.04'	N17°40'06"E	105.89'
C29	590.00'	5°08'55"	53.02'	N09°56'44"E	53.00'
C30	590.00'	5°28'37"	56.05'	N04°38'58"E	56.03'
C31	590.00'	2°46'02"	28.50'	N00°32'38"E	28.49'
C127	4.33'	180°00'00"	13.60'	S89°00'38"W	8.66'
C128	4.33'	180°00'00"	13.60'	N89°00'38"E	8.66'

CANAL C-33

CANAL C-33

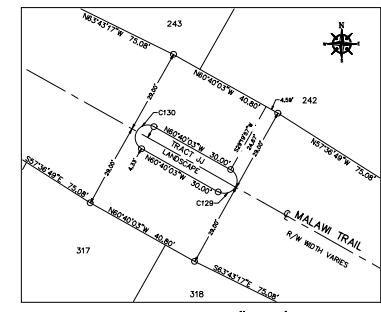
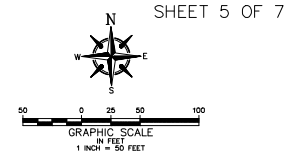


KEY MAP NOT TO SCALE

BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
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 PLAT BOOK B, PAGE 28
 OSCEOLA COUNTY, FLORIDA

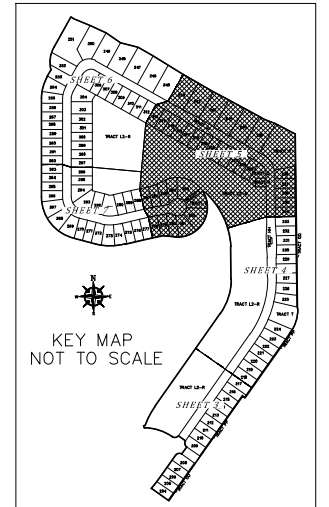
PLAT BOOK PAGE
 SHEET 5 OF 7



CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C9	449.34'	44°18'24"	347.47'	N24°45'16"W	338.88'
C10	170.00'	124°12'28"	368.54'	S50°31'53"W	300.49'
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C32	100.00'	59°49'40"	104.42'	N30°45'13"W	98.74'
C33	78.00'	58°49'40"	78.31'	N30°45'13"W	74.80'
C34	125.00'	59°49'40"	130.53'	N30°45'13"W	124.67'
C35	125.00'	9°53'43"	21.66'	N05°48'14"W	21.63'
C36	125.00'	49°48'02"	108.58'	N35°39'07"W	105.19'
C67	4440.00'	2°53'39"	224.28'	S77°34'00"W	224.25'
C77	4295.00'	4°34'28"	342.92'	S78°24'24"W	342.83'
C78	4270.00'	3°49'28"	285.02'	S78°01'54"W	284.96'
C79	4320.00'	3°49'59"	289.01'	S78°02'10"W	288.96'
C82	4270.00'	0°41'25"	51.45'	S77°18'17"W	51.45'
C83	4270.00'	0°41'25"	51.45'	S77°59'43"W	51.45'
C84	4270.00'	0°41'25"	51.45'	S78°41'08"W	51.45'
C85	4270.00'	0°41'25"	51.45'	S79°22'33"W	51.45'
C86	4270.00'	0°13'22"	16.61'	S79°49'57"W	16.61'
C89	4150.00'	0°41'25"	50.00'	S77°18'17"W	50.00'
C90	4150.00'	0°41'25"	50.00'	S77°59'43"W	50.00'
C91	4150.00'	0°41'25"	50.00'	S78°41'08"W	50.00'
C92	4150.00'	0°07'17"	8.80'	S79°05'29"W	8.80'
C93	25.00'	48°33'57"	21.19'	N75°46'24"W	20.56'
C94	50.00'	2°26'22"38"	241.18'	N09°40'44"W	66.67'
C95	25.00'	47°49'12"	20.87'	N58°02'33"E	20.27'

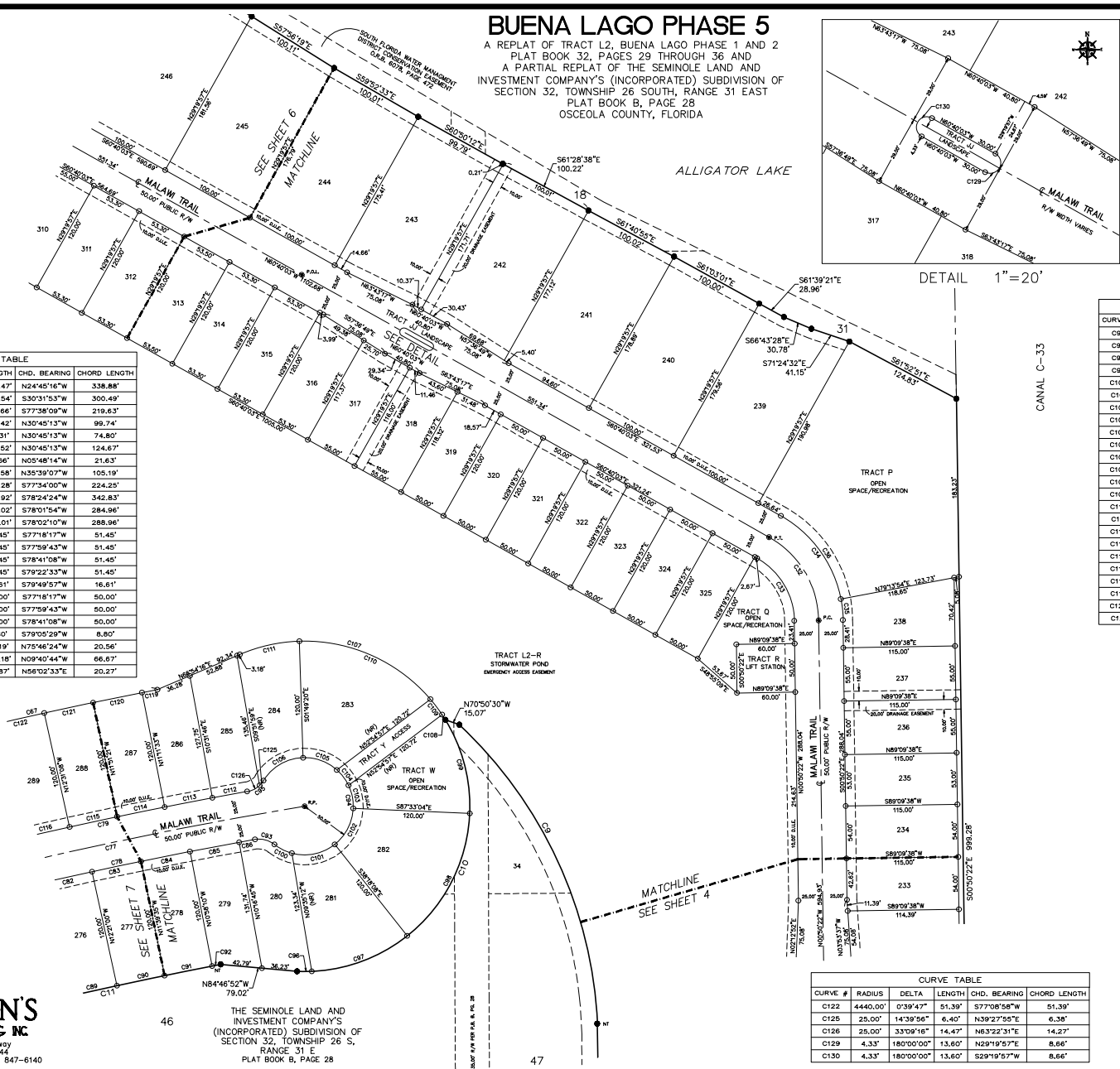
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C96	170.00'	5°08'40"	15.17'	S89°56'13"E	15.16'
C97	170.00'	35°49'33"	106.30'	S69°36'40"E	104.08'
C98	170.00'	49°14'58"	146.12'	N2°70'24"E	141.67'
C99	170.00'	34°01'21"	100.05'	N14°33'41"W	99.47'
C100	50.00'	23°12'49"	20.25'	S63°03'34"E	20.11'
C101	50.00'	53°38'29"	46.78'	N78°03'04"E	45.09'
C102	50.00'	49°14'55"	42.98'	N2°70'24"E	41.67'
C103	50.00'	27°59'46"	24.43'	N11°32'57"W	24.19'
C104	50.00'	23°04'26"	20.14'	N37°05'03"W	20.00'
C105	50.00'	43°12'04"	37.70'	N70°13'18"W	36.81'
C106	50.00'	56°02'43"	48.91'	S60°09'18"W	46.98'
C107	170.00'	81°31'16"	241.88'	N72°20'06"W	221.99'
C108	170.00'	2°08'14"	6.34'	N32°38'35"W	6.34'
C109	170.00'	6°44'40"	20.01'	N37°05'03"W	20.00'
C110	170.00'	51°21'57"	152.41'	N66°08'22"W	147.35'
C111	170.00'	21°16'23"	63.12'	S77°32'28"W	62.76'
C112	4320.00'	0°28'55"	36.34'	S79°42'42"W	36.34'
C113	4320.00'	0°39'47"	50.00'	S79°08'20"W	50.00'
C114	4320.00'	0°39'47"	50.00'	S78°28'33"W	50.00'
C115	4320.00'	0°39'47"	50.00'	S77°48'46"W	50.00'
C116	4320.00'	0°39'47"	50.00'	S77°08'58"W	50.00'
C119	4440.00'	0°12'22"	15.98'	S78°54'38"W	15.98'
C120	4440.00'	0°39'47"	51.39'	S78°28'33"W	51.39'
C121	4440.00'	0°39'47"	51.39'	S77°48'46"W	51.39'

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C122	4440.00'	0°39'47"	51.39'	S77°08'58"W	51.39'
C125	25.00'	143°39'58"	6.40'	N39°27'55"E	6.38'
C126	25.00'	33°09'16"	14.47'	N63°22'31"E	14.27'
C129	4.33'	180°00'00"	13.60'	N29°19'57"E	8.66'
C130	4.33'	180°00'00"	13.60'	S29°19'57"W	8.66'



JOHNSTON'S SURVEYING INC.
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 Tel. (407) 847-2179 Fax (407) 847-6140
 L.S. #668

THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 S., RANGE 31 E PLAT BOOK B, PAGE 28



BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
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SHEET 6 OF 7

PLAT
 BOOK

PAGE



GRAPHIC SCALE
 1 INCH = 50 FEET

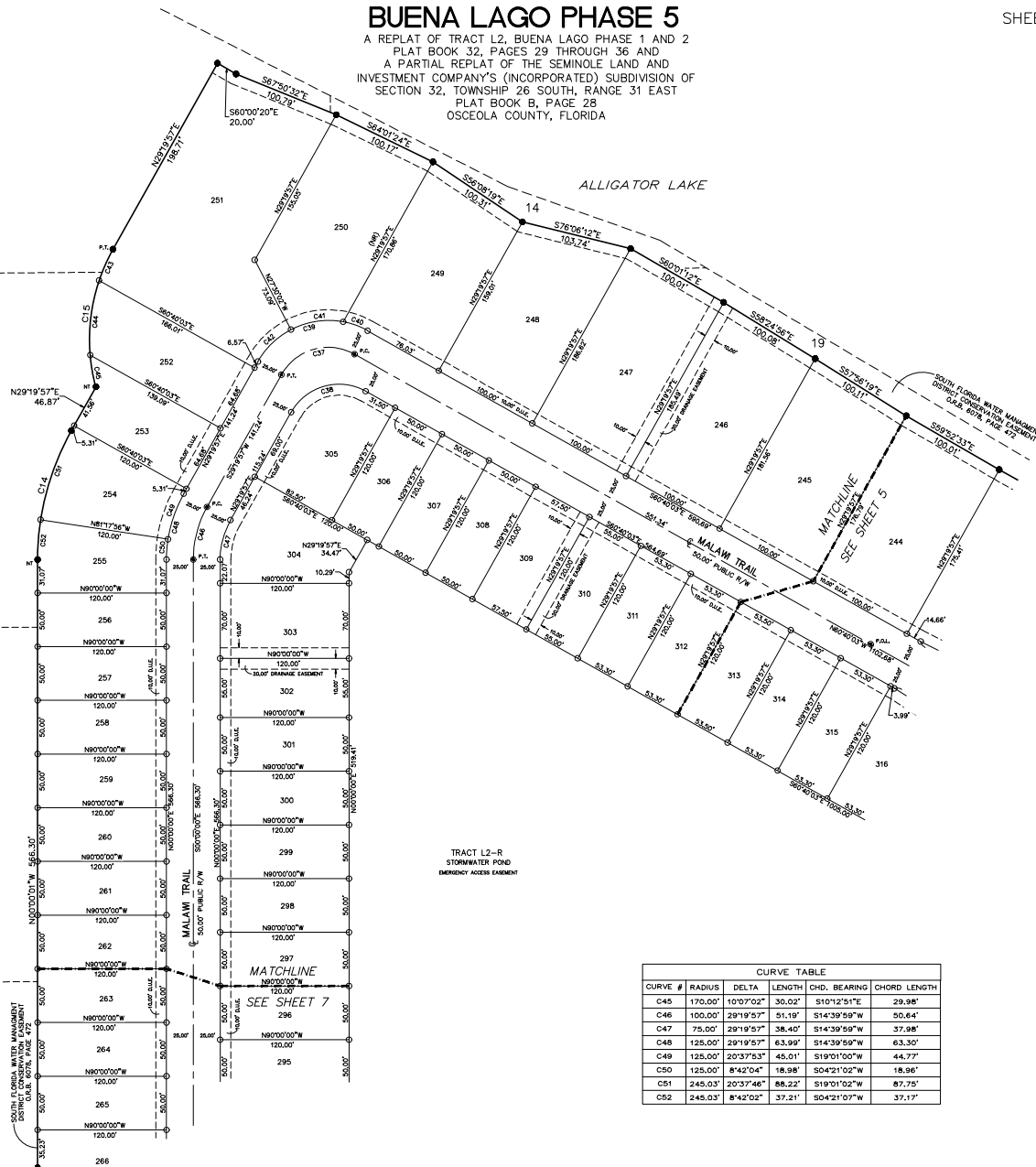
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THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S,
 RANGE 31 E,
 PLAT BOOK B, PAGE 28

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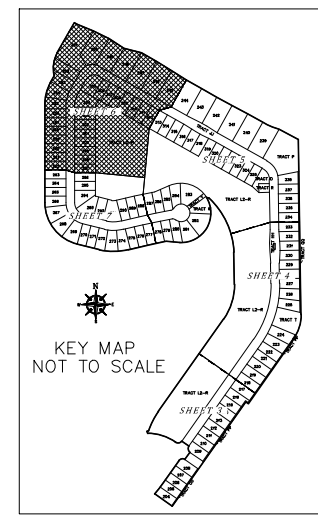
29

36



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C14	245.03'	29°19'48"	125.43'	N14°40'00"E	124.04'
C15	170.00'	44°36'19"	132.30'	N07°01'48"E	128.03'
C37	50.00'	90°00'00"	78.54'	S74°19'57"W	70.71'
C38	51.00'	90°00'00"	80.11'	S74°19'57"W	72.12'
C39	75.00'	90°00'00"	117.81'	S74°19'57"W	106.07'
C40	75.00'	18°38'09"	24.39'	N69°59'07"W	24.29'
C41	75.00'	38°11'50"	50.00'	S81°35'53"W	49.08'
C42	75.00'	33°10'01"	43.42'	S45°54'58"W	42.81'
C43	170.00'	10°42'28"	31.77'	S23°58'44"W	31.72'
C44	170.00'	23°46'51"	70.56'	S08°44'06"W	70.05'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C45	170.00'	10°07'02"	30.02'	S10°12'51"E	29.98'
C46	100.00'	29°19'57"	51.19'	S14°39'59"W	50.64'
C47	75.00'	29°19'57"	38.40'	S14°39'59"W	37.98'
C48	125.00'	29°19'57"	63.99'	S14°39'59"W	63.30'
C49	125.00'	20°37'53"	45.01'	S19°01'00"W	44.77'
C50	125.00'	8°42'04"	18.98'	S04°21'02"W	18.96'
C51	245.03'	20°37'46"	88.22'	S19°01'02"W	87.75'
C52	245.03'	8°42'02"	37.21'	S04°21'07"W	37.17'



KEY MAP
 NOT TO SCALE

JOHNSTON'S SURVEYING INC.
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 Kissimmee, Florida 34744
 Tel. (407) 847-2179 Fax (407) 847-6140
 L.B. #986

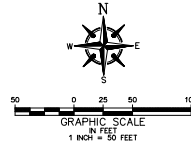
BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
 A PARTIAL REPLAT OF THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
 PLAT BOOK B, PAGE 28
 OSCEOLA COUNTY, FLORIDA

SHEET 7 OF 7

PLAT
BOOK

PAGE

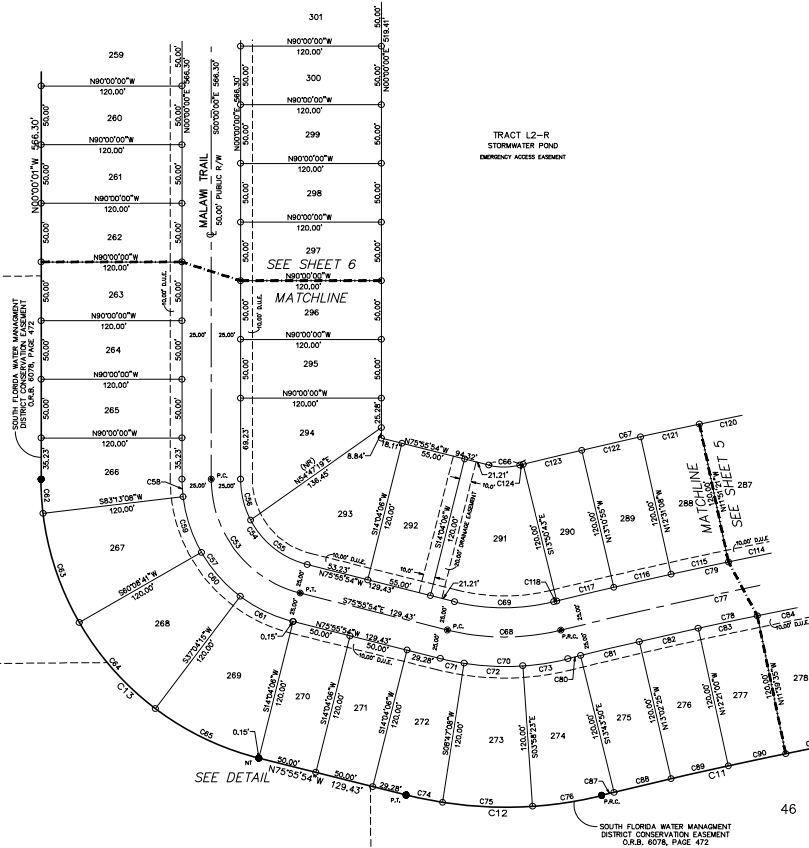


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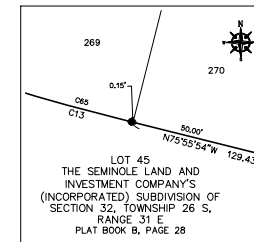
THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S.,
 RANGE 31 E
 PLAT BOOK B, PAGE 28

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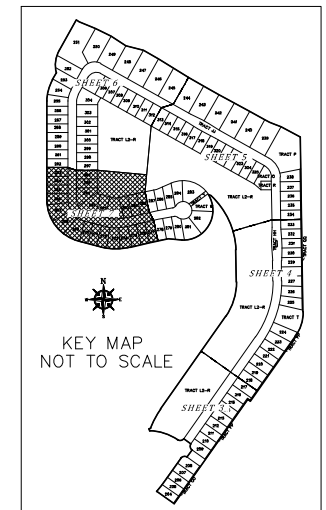


CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C12	345.00'	27°56'56"	168.29'	N89°54'22"W	166.63'
C13	245.00'	75°55'55"	324.69'	N37°57'57"W	301.44'
C53	100.00'	75°55'54"	132.53'	S37°57'57"E	123.04'
C54	75.00'	75°55'54"	99.39'	S37°57'57"E	92.28'
C55	75.00'	48°21'50"	63.30'	S51°45'14"E	61.44'
C56	75.00'	27°34'34"	36.10'	S13°47'17"E	35.75'
C57	125.00'	75°55'54"	165.68'	S37°57'57"E	153.80'
C58	125.00'	6°46'52"	14.79'	S03°23'26"E	14.79'
C59	125.00'	23°04'26"	50.34'	S18°19'05"E	50.00'
C60	125.00'	23°04'26"	50.34'	S41°23'32"E	50.00'
C61	125.00'	23°00'10"	50.18'	S64°25'50"E	48.85'
C62	245.00'	6°46'52"	29.00'	S03°23'26"E	28.98'
C63	245.00'	23°04'26"	98.67'	S18°19'05"E	98.00'
C64	245.00'	23°04'26"	98.67'	S41°23'32"E	98.00'
C65	245.00'	23°00'10"	98.36'	S64°25'50"E	97.70'
C66	55.00'	27°56'56"	26.83'	S89°54'22"E	26.56'
C67	4440.00'	2°53'39"	224.28'	S77°34'00"W	224.25'
C68	200.00'	27°56'56"	97.56'	S89°54'22"E	96.59'
C69	175.00'	27°56'56"	85.36'	S89°54'22"E	84.52'
C70	225.00'	27°56'56"	109.75'	S89°54'22"E	108.67'
C71	225.00'	51°18'57"	20.14'	S78°54'23"E	20.74'
C72	225.00'	12°45'31"	50.10'	S87°35'37"E	50.00'
C73	225.00'	9°54'27"	38.81'	N81°04'23"E	38.86'
C74	345.00'	6°16'57"	51.61'	S78°34'23"E	51.80'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C75	345.00'	12°45'31"	76.83'	S87°35'37"E	76.67'
C76	345.00'	9°54'27"	59.66'	N81°04'23"E	59.58'
C77	4295.00'	4°34'28"	342.92'	S78°24'24"W	342.83'
C78	4270.00'	3°49'28"	285.02'	S78°01'54"W	284.96'
C79	4320.00'	3°49'59"	289.01'	S78°02'10"W	288.96'
C80	4270.00'	0°09'00"	11.17'	S78°11'50"W	11.17'
C81	4270.00'	0°41'25"	51.45'	S78°36'52"W	51.45'
C82	4270.00'	0°41'25"	51.45'	S77°18'17"W	51.45'
C83	4270.00'	0°41'25"	51.45'	S77°59'43"W	51.45'
C84	4270.00'	0°41'25"	51.45'	S78°41'08"W	51.45'
C87	4150.00'	0°09'00"	10.86'	S78°11'40"W	10.86'
C88	4150.00'	0°41'25"	50.00'	S78°36'52"W	50.00'
C89	4150.00'	0°41'25"	50.00'	S77°18'17"W	50.00'
C90	4150.00'	0°41'25"	50.00'	S77°59'43"W	50.00'
C91	4150.00'	0°41'25"	50.00'	S78°41'08"W	50.00'
C114	4320.00'	0°39'47"	50.00'	S78°28'33"W	50.00'
C115	4320.00'	0°39'47"	50.00'	S77°48'46"W	50.00'
C116	4320.00'	0°39'47"	50.00'	S77°08'58"W	50.00'
C117	4320.00'	0°39'47"	50.00'	S76°29'11"W	50.00'
C118	4320.00'	0°02'07"	2.74'	S76°08'14"W	2.67'
C120	4440.00'	0°39'47"	51.39'	S78°28'33"W	51.39'
C121	4440.00'	0°39'47"	51.39'	S77°48'46"W	51.39'
C122	4440.00'	0°39'47"	51.39'	S77°08'58"W	51.39'
C123	4440.00'	0°39'47"	51.39'	S76°29'11"W	51.39'
C124	4440.00'	0°02'07"	2.74'	S76°08'14"W	2.74'



DETAIL 1"=5'



KEY MAP NOT TO SCALE

BILL OF SALE
[BUENA LAGO PHASE 5 IMPROVEMENTS (EARTHWORK & MATERIALS)]

THIS BILL OF SALE is made to be effective as of the 22 day of July, 2024, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, whose address for purposes hereof is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“**Grantor**”), and for good and valuable consideration, to it paid by the **Buena Lago Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvement and other property interests as described below to have and to hold for Grantee’s own use and benefit forever (together, “**Property**”):

- a. **Improvements** - All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the Work Product identified in **Exhibit A**.
- c. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor.

3. The Improvements and Work Product are being conveyed to the District in their as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Improvements and Work Product, latent or otherwise, or on account of any other conditions affecting the Improvements and Work Product, as the District is purchasing the Improvements and Work Product “**AS IS, WHERE IS**”, **AND “WITH ALL FAULTS”**. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed

to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Improvements and Work Product, including, without limitation, the physical condition of the Improvements, the environmental condition of the Improvements, the entitlements for the Improvements, any hazardous materials that may be on or within the Improvements and any other conditions existing, circumstances or events occurring on, in, about or near the Improvements whether occurring before, after or at the time of transfer of the Improvements. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Improvements or use of the Work Product.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: Carrie Stewart
Name: CARRIE STEWART

James D. Allen
Name: James D. Allen
Title: Executive Vice President

By: Tracy Johnson
Name: Tracy Johnson

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 22 day of July, 2024, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Carrie Stewart
NOTARY PUBLIC, STATE OF TEXAS

Name: CARRIE STEWART
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

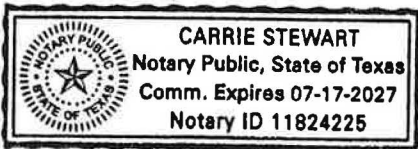


EXHIBIT A: Description of Property

EXHIBIT A

Description of Buena Lago Phase 5 Improvements (Earthwork & Materials)

Surface Water Management – Those certain materials for the drainage and surface water management systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract L2-R (Stormwater Pond) and any “Drainage Easements” and “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
SILT FENCE	\$6,649.50	\$5,984.55	\$-	\$664.95
DOUBLE SILT FENCE	\$9,758.00	\$8,782.20	\$-	\$975.80
CLEARING - BURN ON SITE	\$15,000.00	\$13,500.00	\$-	\$1,500.00
MOW AND DISK	\$9,379.80	\$8,441.82	\$-	\$937.98
EXCAVATION	\$496,810.02	\$402,416.12	\$49,681.00	\$44,712.90
EMBANKMENT	\$178,655.82	\$144,711.22	\$17,865.58	\$16,079.02
MUCK EXCAVATION	\$558,269.52	\$502,442.56	\$-	\$55,826.96
POND GRADING	\$8,268.80	\$5,953.54	\$1,653.76	\$661.50
DEWATERING	\$275,897.22	\$248,307.50	\$-	\$27,589.72
15" RCP - MATERIAL	\$15,467.52	\$13,920.77	\$-	\$1,546.75
18" RCP - MATERIAL	\$68,707.36	\$61,836.62	\$-	\$6,870.74
24" RCP - MATERIAL	\$48,170.08	\$43,353.07	\$-	\$4,817.01
30" RCP - MATERIAL	\$47,437.12	\$42,693.41	\$-	\$4,743.71
STORM MANHOLE - MATERIAL	\$4,715.51	\$4,243.96	\$-	\$471.55
18" MES - MATERIAL	\$3,364.08	\$3,027.67	\$-	\$336.41
24" MES - MATERIAL	\$5,521.20	\$4,969.08	\$-	\$552.12
30" MES - MATERIAL	\$19,067.40	\$17,160.66	\$-	\$1,906.74
P-1 INLET - MATERIAL	\$7,192.98	\$6,473.68	\$-	\$719.30
P-2 INLET - MATERIAL	\$114,042.30	\$102,638.07	\$-	\$11,404.23
TYPE C INLET - MATERIAL	\$27,314.52	\$24,583.06	\$-	\$2,731.46
H CONTROL STRUCTURE - MATERIAL	\$13,789.54	\$12,410.59	\$-	\$1,378.95
WELL POINTS	\$44,910.72	\$40,419.65	\$-	\$4,491.07
TOTALS:	\$1,978,389.01	\$1,718,269.80	\$69,200.34	\$190,918.87

Wastewater Utilities – Those certain materials for the wastewater systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract R (Lift Station) and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
8" PVC 0-6 SDR 26 - MATERIAL	\$22,594.88	\$20,335.39	\$-	\$2,259.49
8" PVC 6-8 SDR 26 - MATERIAL	\$19,770.52	\$17,793.47	\$-	\$1,977.05

8" PVC 8-10 SDR 26 - MATERIAL	\$13,351.52	\$12,016.37	\$-	\$1,335.15
8" PVC 10-12 SDR 26 - MATERIAL	\$12,324.48	\$11,092.03	\$-	\$1,232.45
8" PVC 12-14 SDR 26 - MATERIAL	\$11,810.96	\$10,629.86	\$-	\$1,181.10
8" PVC 14-16 SDR 26 - MATERIAL	\$1,027.60	\$924.84	\$-	\$102.76
MANHOLE 0-6 - MATERIAL	\$39,055.20	\$35,149.68	\$-	\$3,905.52
MANHOLE 6-8 - MATERIAL	\$42,290.84	\$38,061.76	\$-	\$4,229.08
MANHOLE 8-10 - MATERIAL	\$45,141.32	\$40,627.19	\$-	\$4,514.13
MANHOLE 10-12 - MATERIAL	\$23,613.28	\$21,251.95	\$-	\$2,361.33
MANHOLE 12-14 - MATERIAL	\$39,248.54	\$35,323.69	\$-	\$3,924.85
ARMOROCK MANHOLE 12-14 - MATERIAL	\$34,602.13	\$31,141.92	\$-	\$3,460.21
SINGLE LATERAL - MATERIAL	\$36,669.92	\$33,002.93	\$-	\$3,666.99
4" PVC FORCEMAIN - MATERIAL	\$15,138.00	\$13,624.20	\$-	\$1,513.80
FORCEMAIN FITTINGS - MATERIAL	\$17,479.30	\$15,731.37	\$-	\$1,747.93
FM 4" GATE VALVE - MATERIAL	\$2,593.68	\$2,334.31	\$-	\$259.37
LIFT STATION - MATERIAL	\$308,368.80	\$277,531.92	\$-	\$30,836.88
TOTALS:	\$685,080.97	\$616,572.88	\$0.00	\$68,508.09

Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,686.00	\$1,517.40	\$-	\$168.60
6" PVC - MATERIAL	\$1,808.80	\$1,627.92	\$-	\$180.88
8" PVC - MATERIAL	\$5,596.20	\$5,036.58	\$-	\$559.62
12" PVC - MATERIAL	\$270,668.80	\$243,601.92	\$-	\$27,066.88
WM SINGLE SERVICE - MATERIAL	\$2,669.46	\$2,402.51	\$-	\$266.95
WM DOUBLE SERVICE - MATERIAL	\$58,362.87	\$52,526.58	\$-	\$5,836.29
WATER FITTINGS - MATERIAL	\$41,045.41	\$36,940.87	\$-	\$4,104.54
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
12" GATE VALVE - MATERIAL	\$21,616.15	\$19,454.53	\$-	\$2,161.62
FIRE HYDRANT - MATERIAL	\$69,294.90	\$62,365.41	\$-	\$6,929.49
TOTALS:	\$479,894.05	\$431,904.63	\$-	\$47,989.42

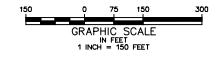
Water Utilities – Those certain materials for the water systems, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, and any “Drainage and Utility Easements,” as identified on the DRAFT plat known as *Buena Lago Phase 5*, attached hereto as **Exhibit B**, and specifically detailed below:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
2" PVC - MATERIAL	\$1,798.40	\$1,618.56	\$-	\$179.84

6" PVC - MATERIAL	\$32,558.40	\$29,302.56	\$-	\$3,255.84
8" PVC - MATERIAL	\$88,917.40	\$80,025.66	\$-	\$8,891.74
RM SINGLE SERVICE - MATERIAL	\$5,783.83	\$5,205.45	\$-	\$578.38
RM DOUBLE SERVICE - MATERIAL	\$54,267.23	\$48,840.51	\$-	\$5,426.72
RECLAIM FITTINGS - MATERIAL	\$16,879.57	\$15,191.61	\$-	\$1,687.96
6" GATE VALVE - MATERIAL	\$3,184.32	\$2,865.89	\$-	\$318.43
8" GATE VALVE - MATERIAL	\$7,145.46	\$6,430.91	\$-	\$714.55
TOTALS:	\$210,534.61	\$189,481.15	\$-	\$21,053.46

TOTAL COSTS OF PHASE 5 MATERIALS				
Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Stormwater Materials	\$1,978,389.01	\$1,718,269.80	\$69,200.34	\$190,918.87
Wastewater Materials	\$685,080.97	\$616,572.88	\$0.00	\$68,508.09
Water Materials	\$479,894.05	\$431,904.63	\$-	\$47,989.42
Reuse Materials	\$210,534.61	\$189,481.15	\$-	\$21,053.46
TOTALS:	\$3,353,898.64	\$2,956,228.46	\$69,200.34	\$328,469.84

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 5 of the project as described in the District’s *Engineer’s Report – Amended and Restated*, dated June 18, 2024.

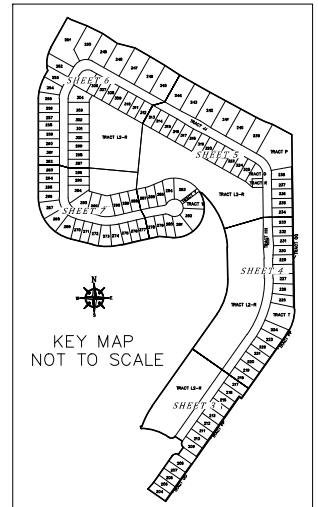
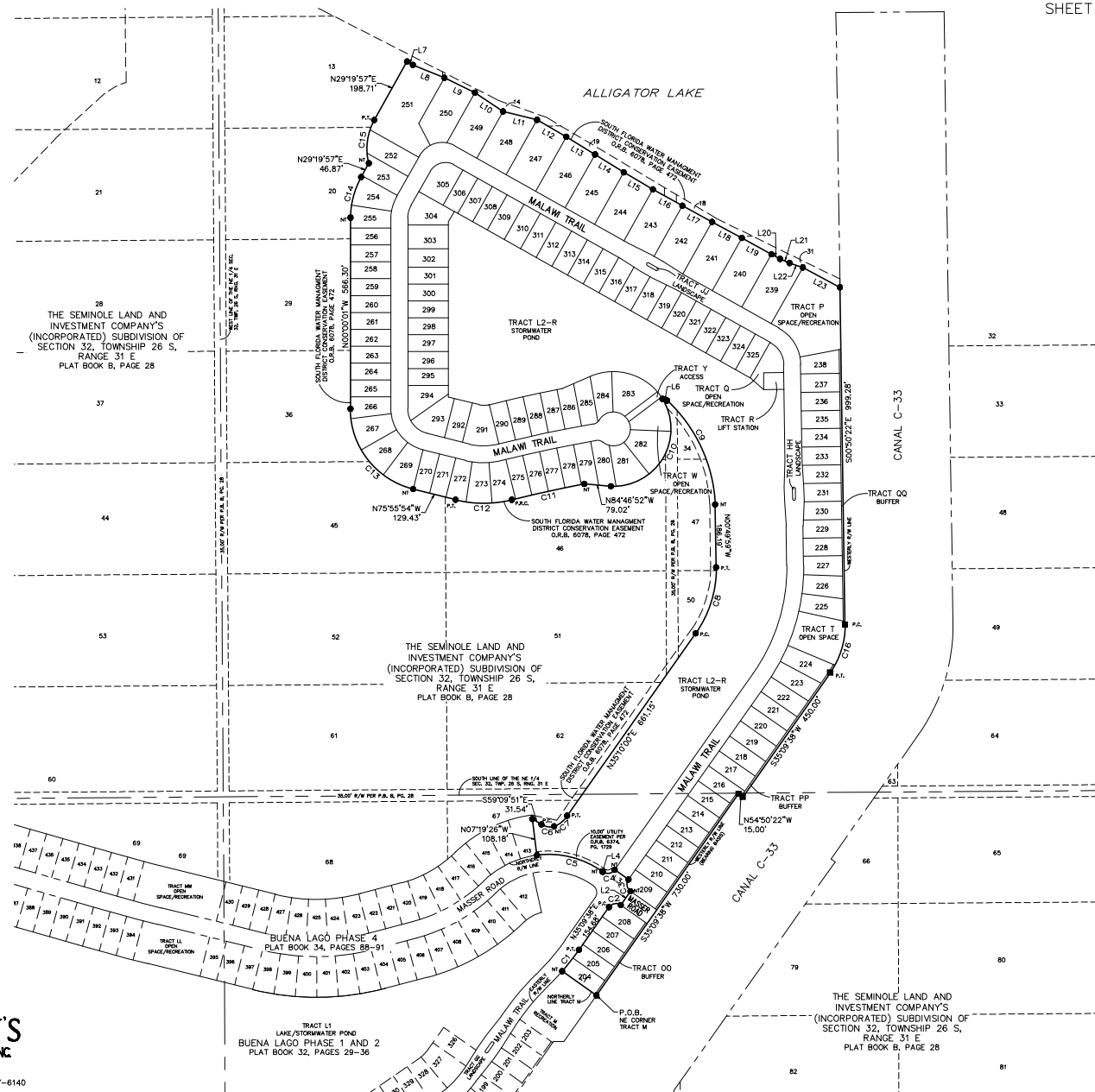


BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
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 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
 PLAT BOOK B, PAGE 28
 OSCEOLA COUNTY, FLORIDA

LINE #	DIRECTION	LENGTH
L1	N54°50'22"W	124.17'
L2	N35°09'38"E	50.00'
L3	N54°49'44"W	50.01'
L4	N54°50'22"W	2.28'
L6	N70°50'30"W	15.07'
L7	S80°00'20"E	20.00'
L8	S67°30'32"E	100.79'
L9	S64°01'24"E	100.17'
L10	S58°08'19"E	100.31'
L11	S76°06'12"E	103.74'
L12	S60°01'12"E	100.01'
L13	S58°24'56"E	100.08'
L14	S57°56'19"E	100.11'
L15	S59°52'33"E	100.01'
L16	S60°50'12"E	99.79'
L17	S61°28'38"E	100.22'
L18	S61°40'55"E	100.02'
L19	S61°03'01"E	100.00'
L20	S61°39'21"E	28.96'
L21	S66°43'28"E	30.78'
L22	S71°24'32"E	41.15'
L23	S61°52'51"E	124.63'

CURVE #	RADIUS	DELTA	LEN014	CHD. BEARING	CHORD LENGTH
C1	775.00'	5°56'55"	80.46'	N38°08'05"E	80.43'
C2	25.00'	90°00'00"	39.27'	N80°09'38"E	35.36'
C3	25.00'	90°00'00"	39.27'	N09°50'22"W	35.36'
C4	25.00'	90°01'19"	39.28'	S80°08'03"W	35.36'
C5	275.00'	42°28'57"	203.90'	N76°04'52"W	199.26'
C8	331.00'	36°00'00"	207.97'	N17°10'00"E	204.57'
C9	449.34'	44°18'24"	347.47'	N24°48'16"W	338.88'
C10	170.00'	124°12'28"	368.54'	S30°31'53"W	300.49'
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C12	345.00'	27°56'56"	165.29'	N89°54'22"W	166.83'
C13	245.00'	75°55'53"	324.68'	N37°57'57"W	301.44'
C14	245.00'	29°19'48"	125.43'	N14°40'00"E	124.06'
C15	170.00'	44°36'19"	132.35'	N07°01'48"E	129.03'
C16	240.00'	36°00'00"	150.80'	S19°09'38"W	148.33'



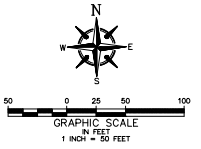
JOHNSTON'S SURVEYING INC.
 900 Cross Prarie Parkway
 Kissimmee, Florida 34744
 Tel. (407) 847-2179 Fax (407) 847-6140
 L.B. #868

BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
 A PARTIAL REPLAT OF THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
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 OSCEOLA COUNTY, FLORIDA

SHEET 3 OF 7

PLAT BOOK PAGE



THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S.,
 RANGE 31 E.
 PLAT BOOK 8, PAGE 28

TRACT L2-R
 STORMWATER POND
 EMERGENCY ACCESS EASEMENT

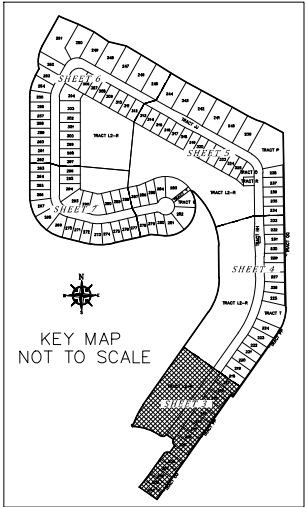
TRACT L1
 LAKE/STORMWATER POND
 BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29-36

BUENA LAGO PHASE 4
 PLAT BOOK 34, PAGES 88-91

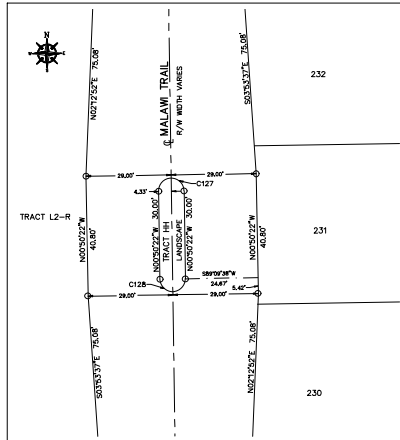
BUENA LAGO PHASE 4
 PLAT BOOK 34, PAGES 88-91

BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29-36

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	775.00'	5°56'55"	80.46'	N38°08'05"E	80.43'
C2	25.00'	90°00'00"	39.27'	N80°09'38"E	35.36'
C3	25.00'	90°00'00"	39.27'	N09°50'22"W	35.36'
C4	25.00'	90°01'19"	39.28'	S80°08'03"W	35.36'
C5	275.00'	42°28'57"	203.90'	N76°04'52"W	199.26'
C6	50.00'	44°41'23"	39.00'	S81°30'32"E	36.02'
C7	91.00'	31°27'45"	49.97'	N50°33'52"E	49.34'
C17	775.00'	3°42'24"	50.14'	N39°15'20"E	50.13'
C18	775.00'	2°14'31"	30.32'	N36°16'53"E	30.32'

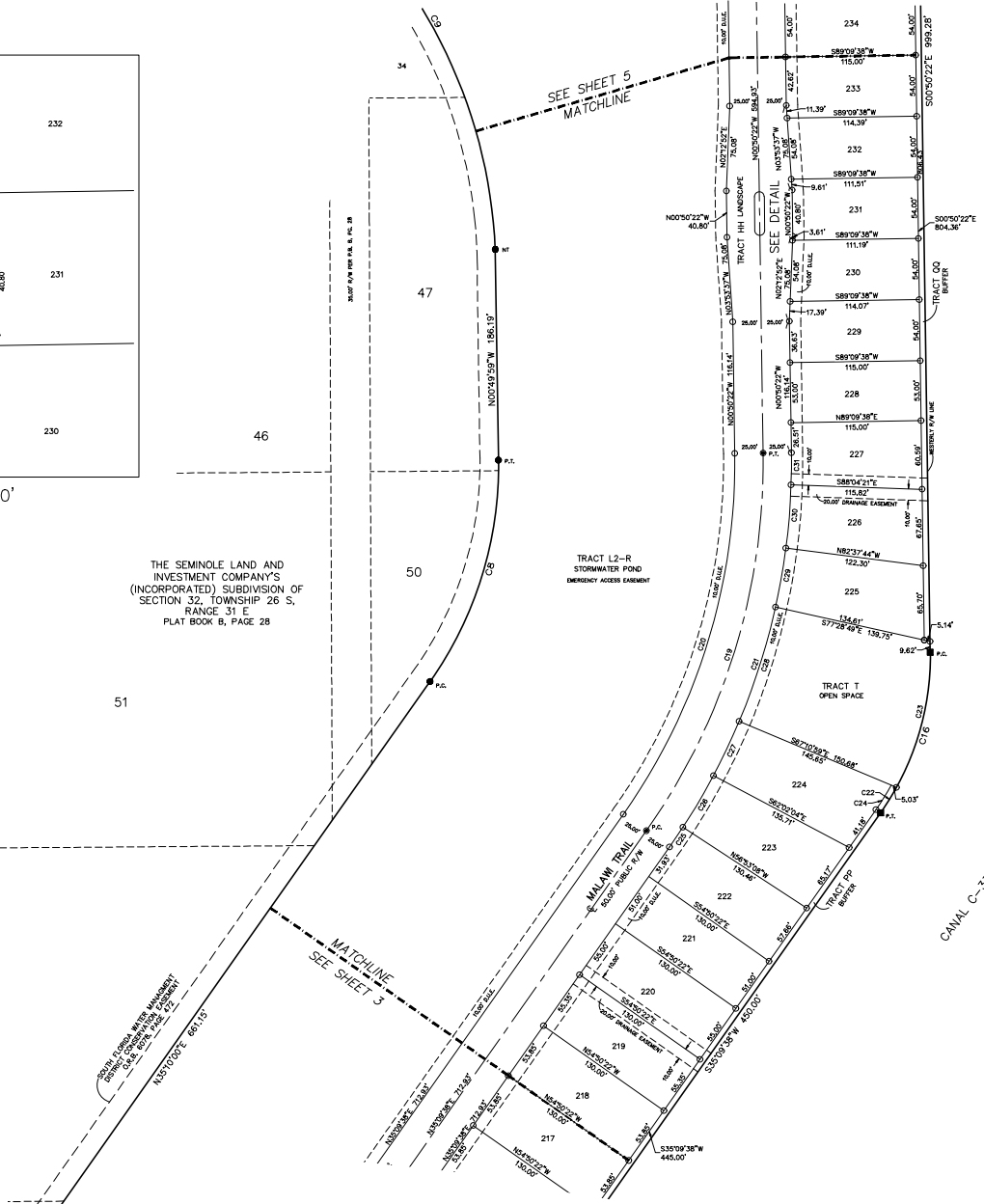


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DETAIL 1" = 20'

THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 S, RANGE 31 E PLAT BOOK B, PAGE 28



CANAL C-33

CANAL C-33

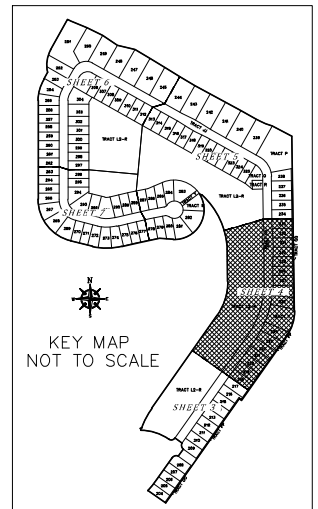


GRAPHIC SCALE
1 INCH = 50 FEET

BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
PLAT BOOK 32, PAGES 29 THROUGH 36 AND
A PARTIAL REPLAT OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST PLAT BOOK B, PAGE 28 OSCEOLA COUNTY, FLORIDA

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C8	331.00'	36°00'00"	207.97'	N17°10'00"E	204.57'
C9	449.34'	44°18'24"	347.47'	N24°45'16"W	338.88'
C16	240.00'	36°00'00"	150.80'	S17°09'38"W	148.33'
C19	565.00'	36°00'00"	355.00'	N17°09'38"E	349.19'
C20	540.00'	36°00'00"	339.29'	N17°09'38"E	333.74'
C21	590.00'	36°00'00"	370.71'	N17°09'38"E	364.04'
C22	240.00'	6°17'00"	26.32'	N32°01'07"E	26.31'
C23	240.00'	29°42'58"	124.47'	N14°01'07"E	123.08'
C24	235.00'	6°09'16"	25.24'	N32°08'00"E	25.23'
C25	590.00'	2°02'46"	21.07'	N34°08'15"E	21.07'
C26	590.00'	5°08'55"	53.02'	N30°32'24"E	53.00'
C27	590.00'	5°08'55"	53.02'	N25°23'28"E	53.00'
C28	590.00'	10°17'50"	108.04'	N17°40'06"E	105.89'
C29	590.00'	5°08'55"	53.02'	N09°56'44"E	53.00'
C30	590.00'	5°28'37"	56.05'	N04°38'58"E	56.03'
C31	590.00'	2°46'02"	28.50'	N00°32'38"E	28.49'
C127	4.33'	180°00'00"	13.60'	S89°00'38"W	8.66'
C128	4.33'	180°00'00"	13.60'	N89°00'38"E	8.66'

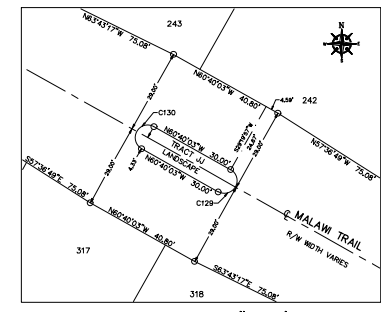
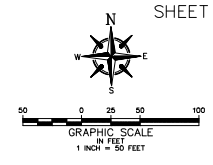


KEY MAP NOT TO SCALE

BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
 A PARTIAL REPLAT OF THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
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 OSCEOLA COUNTY, FLORIDA

PLAT BOOK PAGE
 SHEET 5 OF 7

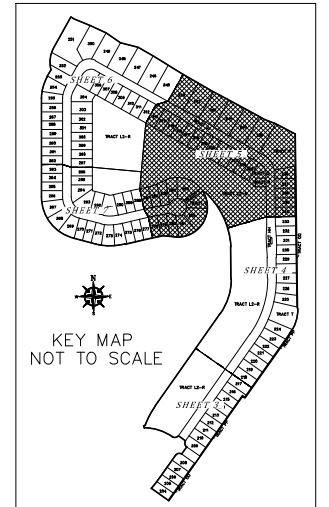


DETAIL 1"=20'

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C9	449.34'	44°18'24"	347.47'	N24°45'16"W	338.88'
C10	170.00'	124°12'28"	368.54'	S50°31'53"W	300.49'
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'
C32	100.00'	59°49'40"	104.42'	N30°45'13"W	98.74'
C33	78.00'	58°49'40"	78.31'	N30°45'13"W	74.80'
C34	125.00'	59°49'40"	130.53'	N30°45'13"W	124.67'
C35	125.00'	9°53'43"	21.66'	N05°48'14"W	21.63'
C36	125.00'	49°48'02"	108.58'	N35°39'07"W	105.19'
C67	4440.00'	2°53'39"	224.28'	S77°34'00"W	224.25'
C77	4295.00'	4°34'28"	342.92'	S78°24'24"W	342.83'
C78	4270.00'	3°49'28"	285.02'	S78°01'54"W	284.96'
C79	4320.00'	3°49'59"	289.01'	S78°02'10"W	288.96'
C82	4270.00'	0°41'25"	51.45'	S77°18'17"W	51.45'
C83	4270.00'	0°41'25"	51.45'	S77°59'43"W	51.45'
C84	4270.00'	0°41'25"	51.45'	S78°41'08"W	51.45'
C85	4270.00'	0°41'25"	51.45'	S79°22'33"W	51.45'
C86	4270.00'	0°13'22"	16.61'	S79°49'57"W	16.61'
C89	4150.00'	0°41'25"	50.00'	S77°18'17"W	50.00'
C90	4150.00'	0°41'25"	50.00'	S77°59'43"W	50.00'
C91	4150.00'	0°41'25"	50.00'	S78°41'08"W	50.00'
C92	4150.00'	0°07'17"	8.80'	S79°05'29"W	8.80'
C93	25.00'	48°33'57"	21.19'	N75°46'24"W	20.56'
C94	50.00'	2°26'22"38"	241.18'	N09°40'44"W	66.67'
C95	25.00'	47°49'12"	20.87'	N58°02'33"E	20.27'

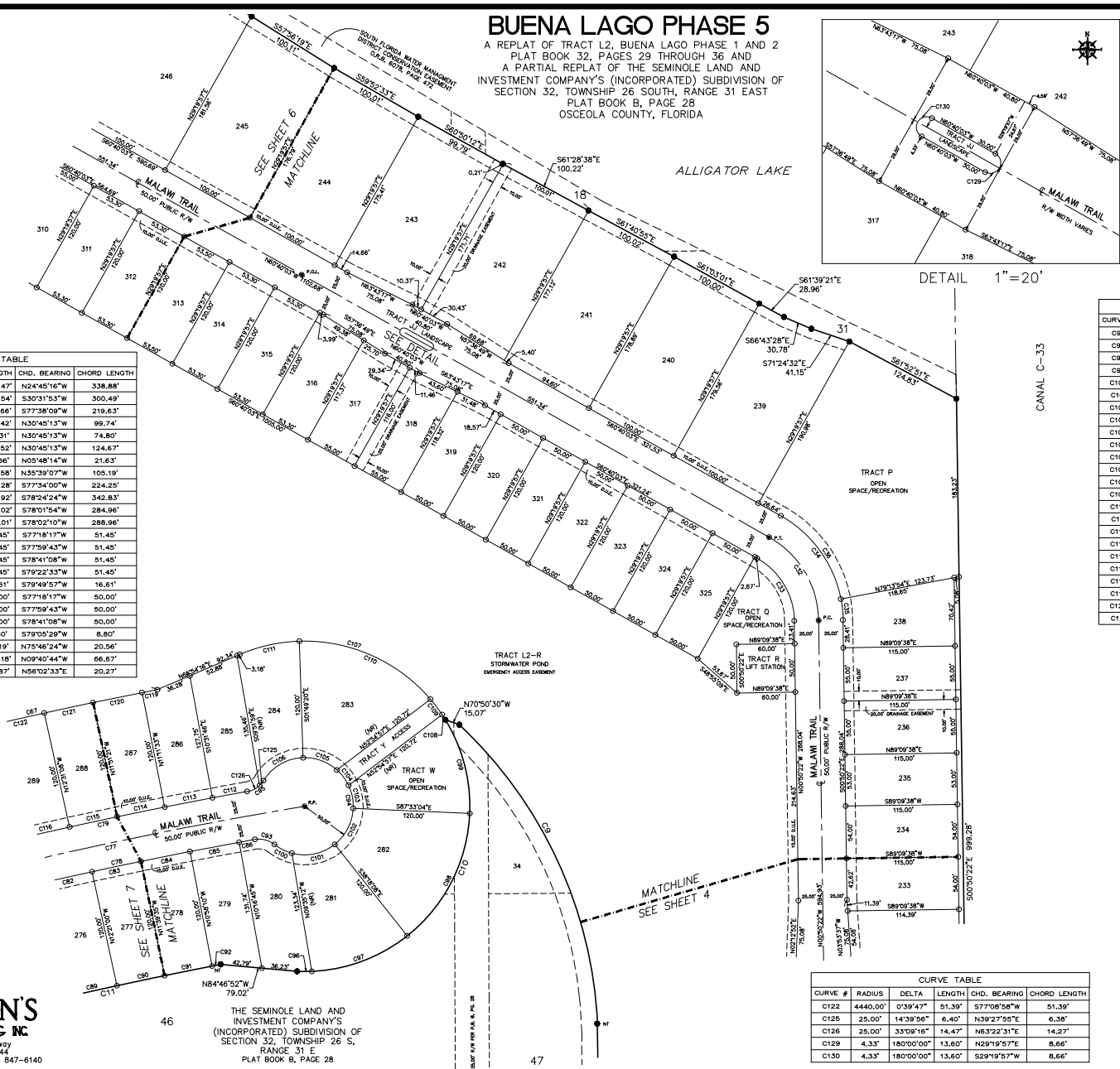
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C96	170.00'	5°08'40"	15.17'	S89°56'13"E	15.16'
C97	170.00'	35°49'33"	106.30'	S69°36'40"E	104.08'
C98	170.00'	49°14'58"	146.12'	N2°70'24"E	141.67'
C99	170.00'	34°01'21"	100.95'	N1°43'54"W	99.47'
C100	50.00'	23°12'49"	20.25'	S63°03'34"E	20.11'
C101	50.00'	53°38'29"	46.78'	N78°30'04"E	45.09'
C102	50.00'	49°14'55"	42.98'	N2°70'24"E	41.67'
C103	50.00'	27°59'46"	24.43'	N11°32'57"W	24.19'
C104	50.00'	23°04'26"	20.14'	N37°05'03"W	20.00'
C105	50.00'	43°12'04"	37.70'	N70°13'18"W	36.81'
C106	50.00'	56°02'43"	48.91'	S60°09'18"W	46.98'
C107	170.00'	81°31'16"	241.88'	N72°20'06"W	221.99'
C108	170.00'	2°08'14"	6.34'	N32°38'35"W	6.34'
C109	170.00'	6°44'40"	20.01'	N37°05'03"W	20.00'
C110	170.00'	51°21'57"	152.41'	N66°08'22"W	147.35'
C111	170.00'	21°16'23"	63.12'	S77°32'28"W	62.76'
C112	4320.00'	0°28'55"	36.34'	S79°42'42"W	36.34'
C113	4320.00'	0°39'47"	50.00'	S79°08'20"W	50.00'
C114	4320.00'	0°39'47"	50.00'	S78°28'33"W	50.00'
C115	4320.00'	0°39'47"	50.00'	S77°48'46"W	50.00'
C116	4320.00'	0°39'47"	50.00'	S77°08'58"W	50.00'
C119	4440.00'	0°12'22"	15.98'	S78°54'38"W	15.98'
C120	4440.00'	0°39'47"	51.39'	S78°28'33"W	51.39'
C121	4440.00'	0°39'47"	51.39'	S77°48'46"W	51.39'

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C122	4440.00'	0°39'47"	51.39'	S77°08'58"W	51.39'
C125	25.00'	143°39'58"	6.40'	N39°27'55"E	6.38'
C126	25.00'	33°09'16"	14.47'	N63°22'31"E	14.27'
C129	4.33'	180°00'00"	13.60'	N29°19'57"E	8.66'
C130	4.33'	180°00'00"	13.60'	S29°19'57"W	8.66'



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THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 32, TOWNSHIP 26 S., RANGE 31 E PLAT BOOK B, PAGE 28



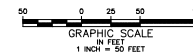
BUENA LAGO PHASE 5

A REPLAT OF TRACT L2, BUENA LAGO PHASE 1 AND 2
 PLAT BOOK 32, PAGES 29 THROUGH 36 AND
 A PARTIAL REPLAT OF THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
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 OSCEOLA COUNTY, FLORIDA

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PAGE



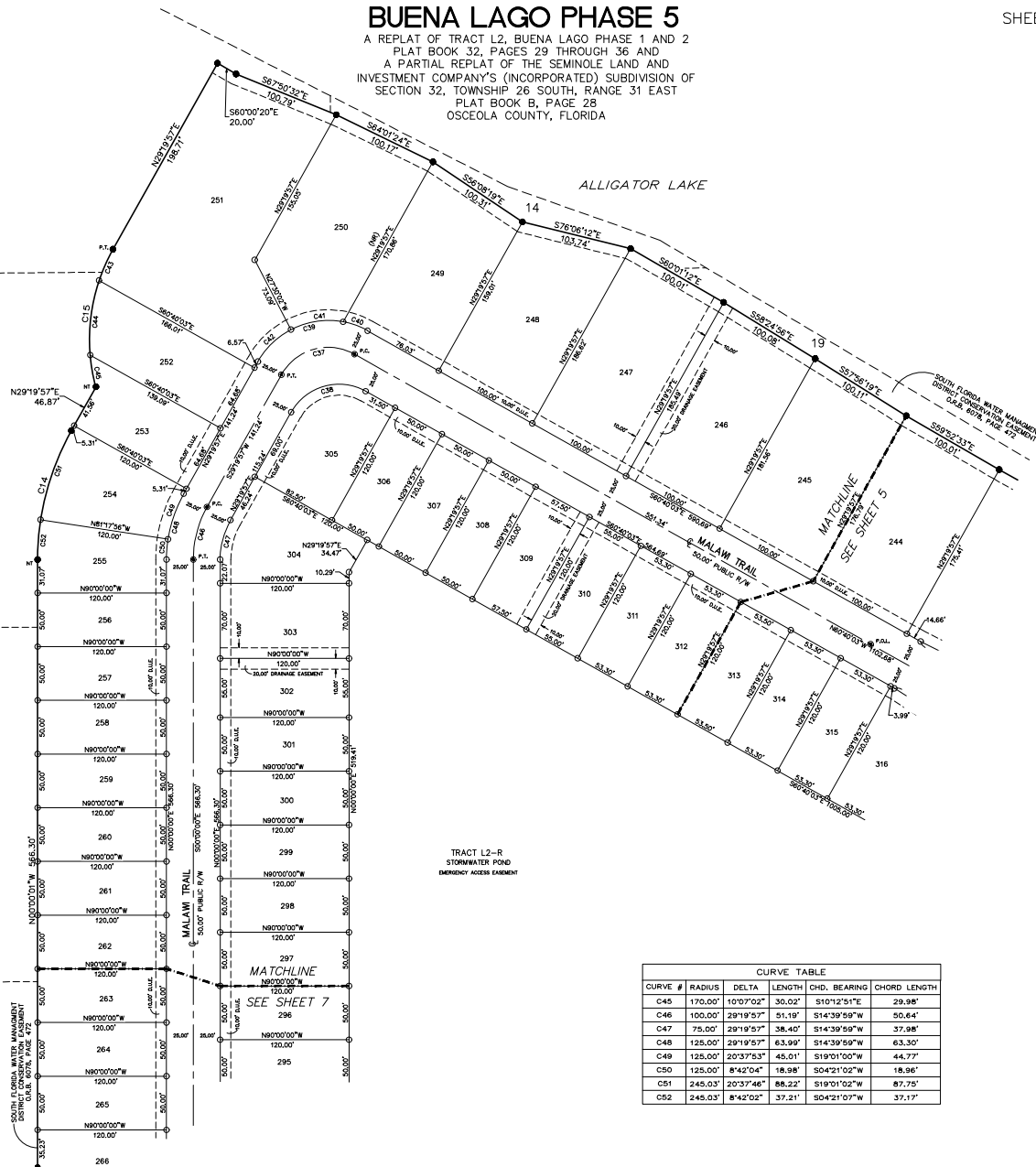
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THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S,
 RANGE 31 E,
 PLAT BOOK B, PAGE 28

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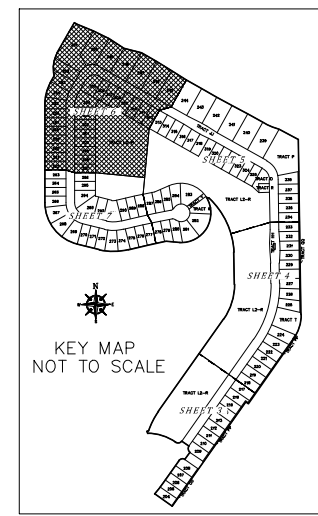
29

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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C14	245.03'	29°19'48"	125.43'	N14°40'00"E	124.04'
C15	170.00'	44°36'19"	132.30'	N07°01'48"E	128.03'
C37	50.00'	90°00'00"	78.54'	S74°19'57"W	70.71'
C38	51.00'	90°00'00"	80.11'	S74°19'57"W	72.12'
C39	75.00'	90°00'00"	117.81'	S74°19'57"W	106.07'
C40	75.00'	18°38'09"	24.39'	N69°59'07"W	24.29'
C41	75.00'	38°11'50"	50.00'	S81°35'53"W	49.08'
C42	75.00'	33°10'01"	43.42'	S45°54'58"W	42.81'
C43	170.00'	10°42'28"	31.77'	S23°58'44"W	31.72'
C44	170.00'	23°46'51"	70.56'	S08°44'06"W	70.05'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C45	170.00'	10°07'02"	30.02'	S10°12'51"E	29.98'
C46	100.00'	29°19'57"	51.19'	S14°39'59"W	50.64'
C47	75.00'	29°19'57"	38.40'	S14°39'59"W	37.98'
C48	125.00'	29°19'57"	63.99'	S14°39'59"W	63.30'
C49	125.00'	20°37'53"	45.01'	S19°01'00"W	44.77'
C50	125.00'	8°42'04"	18.98'	S04°21'02"W	18.96'
C51	245.03'	20°37'46"	88.22'	S19°01'02"W	87.75'
C52	245.03'	8°42'02"	37.21'	S04°21'07"W	37.17'



KEY MAP
 NOT TO SCALE

JOHNSTON'S SURVEYING INC.
 900 Cross Pralrie Parkway
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 Tel. (407) 847-2179 Fax (407) 847-6140
 L.B. #986

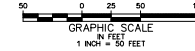
BUENA LAGO PHASE 5

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 SECTION 32, TOWNSHIP 26 SOUTH, RANGE 31 EAST
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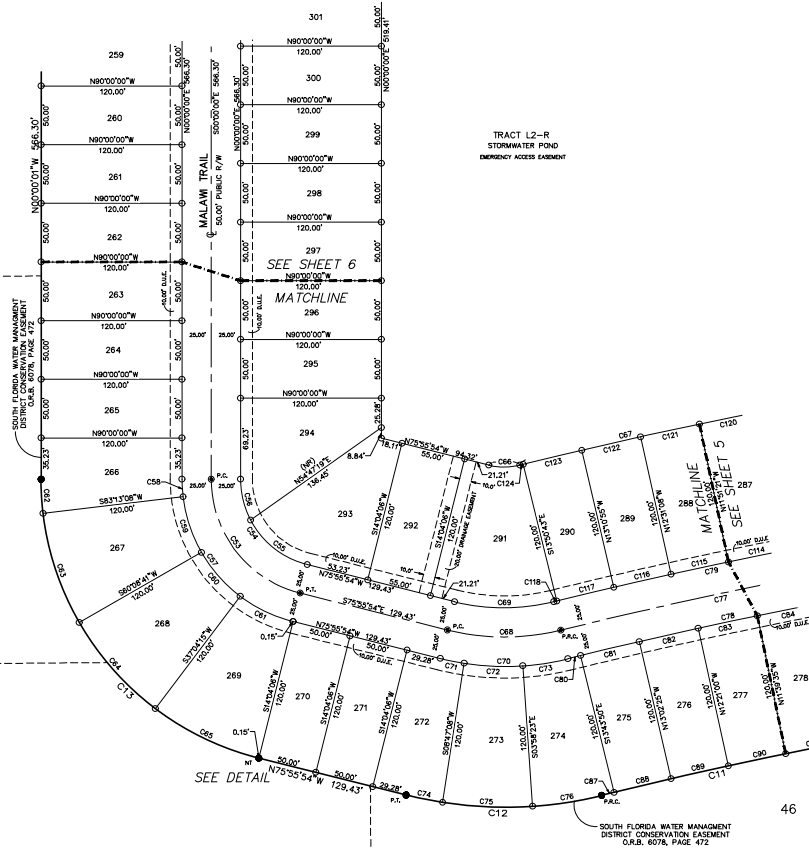


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THE SEMINOLE LAND AND
 INVESTMENT COMPANY'S
 (INCORPORATED) SUBDIVISION OF
 SECTION 32, TOWNSHIP 26 S.,
 RANGE 31 E.
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TRACT L2-R
 STORMWATER POND
 EMERGENCY ACCESS EASEMENT

SEE SHEET 6
 MATCHLINE

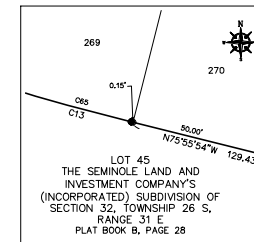
SEE SHEET 5
 MATCHLINE

SEE DETAIL

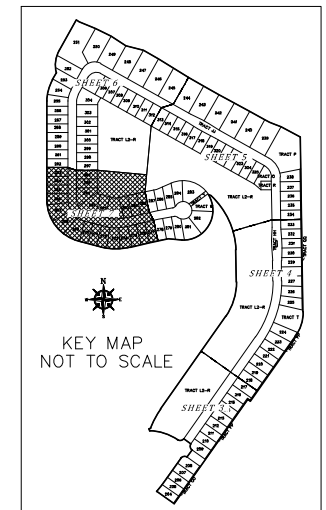
SOUTH FLORIDA WATER MANAGEMENT
 DISTRICT CONSERVATION EASEMENT
 O.R.B. 6078, PAGE 475

CURVE TABLE						
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH	
C11	4150.00'	3°01'57"	219.66'	S77°38'09"W	219.63'	
C12	345.00'	27°56'56"	168.29'	N89°54'22"W	166.63'	
C13	245.00'	75°55'55"	324.69'	N37°57'57"W	301.44'	
C53	100.00'	75°55'54"	132.53'	S37°57'57"E	123.04'	
C54	75.00'	75°55'54"	99.39'	S37°57'57"E	92.28'	
C55	75.00'	48°21'50"	63.30'	S51°45'14"E	61.44'	
C56	75.00'	27°34'34"	36.10'	S13°47'17"E	35.75'	
C57	125.00'	75°55'54"	165.68'	S37°57'57"E	153.80'	
C58	125.00'	6°46'52"	14.79'	S03°23'26"E	14.79'	
C59	125.00'	23°04'26"	50.34'	S18°19'05"E	50.00'	
C60	125.00'	23°04'26"	50.34'	S41°23'32"E	50.00'	
C61	125.00'	23°00'10"	50.18'	S64°25'50"E	48.85'	
C62	245.00'	6°46'52"	29.00'	S03°23'26"E	28.98'	
C63	245.00'	23°04'26"	98.67'	S18°19'05"E	98.00'	
C64	245.00'	23°04'26"	98.67'	S41°23'32"E	98.00'	
C65	245.00'	23°00'10"	98.36'	S64°25'50"E	97.70'	
C66	55.00'	27°56'56"	26.83'	S89°54'22"E	26.56'	
C67	4440.00'	2°53'39"	224.28'	S77°34'00"W	224.25'	
C68	200.00'	27°56'56"	97.56'	S89°54'22"E	96.59'	
C69	175.00'	27°56'56"	85.36'	S89°54'22"E	84.52'	
C70	225.00'	27°56'56"	109.75'	S89°54'22"E	108.67'	
C71	225.00'	51°18'57"	20.74'	S78°54'23"E	20.74'	
C72	225.00'	12°45'31"	50.10'	S87°35'37"E	50.00'	
C73	225.00'	9°54'27"	38.81'	N81°04'23"E	38.80'	
C74	345.00'	6°16'57"	51.61'	S78°34'23"E	51.80'	

CURVE TABLE						
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH	
C75	345.00'	12°45'31"	76.83'	S87°35'37"E	76.67'	
C76	345.00'	9°54'27"	59.66'	N81°04'23"E	59.58'	
C77	4295.00'	4°34'28"	342.92'	S78°24'24"W	342.83'	
C78	4270.00'	3°49'28"	285.02'	S78°01'54"W	284.96'	
C79	4320.00'	3°49'59"	289.01'	S78°02'10"W	288.96'	
C80	4270.00'	0°09'00"	11.17'	S78°11'50"W	11.17'	
C81	4270.00'	0°41'25"	51.45'	S78°36'52"W	51.45'	
C82	4270.00'	0°41'25"	51.45'	S77°18'17"W	51.45'	
C83	4270.00'	0°41'25"	51.45'	S77°59'43"W	51.45'	
C84	4270.00'	0°41'25"	51.45'	S78°41'08"W	51.45'	
C87	4150.00'	0°09'00"	10.86'	S78°11'40"W	10.86'	
C88	4150.00'	0°41'25"	50.00'	S78°36'52"W	50.00'	
C89	4150.00'	0°41'25"	50.00'	S77°18'17"W	50.00'	
C90	4150.00'	0°41'25"	50.00'	S77°59'43"W	50.00'	
C91	4150.00'	0°41'25"	50.00'	S78°41'08"W	50.00'	
C114	4320.00'	0°39'47"	50.00'	S78°28'33"W	50.00'	
C115	4320.00'	0°39'47"	50.00'	S77°48'46"W	50.00'	
C116	4320.00'	0°39'47"	50.00'	S77°08'58"W	50.00'	
C117	4320.00'	0°39'47"	50.00'	S76°29'11"W	50.00'	
C118	4320.00'	0°02'07"	2.74'	S76°08'14"W	2.74'	
C120	4440.00'	0°39'47"	51.39'	S78°28'33"W	51.39'	
C121	4440.00'	0°39'47"	51.39'	S77°48'46"W	51.39'	
C122	4440.00'	0°39'47"	51.39'	S77°08'58"W	51.39'	
C123	4440.00'	0°39'47"	51.39'	S76°29'11"W	51.39'	
C124	4440.00'	0°02'07"	2.74'	S76°08'14"W	2.74'	



DETAIL 1"=5'



KEY MAP
 NOT TO SCALE

BILL OF SALE
[BUENA LAGO PHASE 5 IMPROVEMENTS]

THIS BILL OF SALE is made to be effective as of the ___ day of _____, 2024, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, whose address for purposes hereof is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“**Grantor**”), and for good and valuable consideration, to it paid by the **Buena Lago Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell Hunt & Associations, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvement and other property interests as described below to have and to hold for Grantee’s own use and benefit forever (together, “**Property**”):

- a. **Improvements** - All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the Work Product identified in **Exhibit A**.
- c. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor.

3. The Improvements and Work Product are being conveyed to the District in their as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Improvements and Work Product, latent or otherwise, or on account of any other conditions affecting the Improvements and Work Product, as the District is purchasing the Improvements and Work Product “**AS IS, WHERE IS**”, **AND “WITH ALL FAULTS”**. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have,

own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Improvements and Work Product, including, without limitation, the physical condition of the Improvements, the environmental condition of the Improvements, the entitlements for the Improvements, any hazardous materials that may be on or within the Improvements and any other conditions existing, circumstances or events occurring on, in, about or near the Improvements whether occurring before, after or at the time of transfer of the Improvements. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Improvements or use of the Work Product.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Name: _____

Name: James D. Allen
Title: Executive Vice President

By: _____
Name: _____

**STATE OF TEXAS
COUNTY OF TARRANT**

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2024, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Description of Property

EXHIBIT A

Description of Buena Lago Phase 5 Improvements

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract L2-R (Stormwater Pond) and any “Drainage Easements” and “Drainage and Utility Easements,” as identified on the plat known as *Buena Lago Phase 5*, as recorded in Plat Book _____, Pages _____, of the Official Records of Osceola County, Florida.

Utilities – All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract R (Lift Station) and any “Drainage and Utility Easements,” as identified on the plat known as *Buena Lago Phase 5*, as recorded in Plat Book _____, Pages _____, of the Official Records of Osceola County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 4 of the project as described in the District’s *Engineer’s Report – Amended and Restated*, dated June 18, 2024.

BILL OF SALE
[PHASE 5 UTILITIES IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS:

That **Buena Lago Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (the "Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the **Tohopekaliga Water Authority**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Toho"), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller located on the property described on **Exhibit "A"** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the "Utility System") constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the "Utility Assets."

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Seller represents and warrants to Toho that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Seller has caused this instrument to be executed as of the date and year written below.

Signed, sealed and delivered
in the presence of:

**BUENA LAGO COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government

Witnesses:

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ as Chairperson of the Buena Lago Community Development District Board of Directors, a local unit of special-purpose government, on behalf of the district. He/She is personally known to me or has produced _____ as identification.

(SEAL)

(Official Notary Signature)
Name: _____

Exhibit "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

Utilities – All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Malawi Trail and Masser Road, Tract R (Lift Station) and any "Drainage and Utility Easements," as identified on the plat known as *Buena Lago Phase 5*, as recorded in Plat Book _____, Pages _____, of the Official Records of Osceola County, Florida.

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED
[BUENA LAGO PHASE 5]

THIS SPECIAL WARRANTY DEED is made to be effective as of the ____ day of _____ 2024, by and between:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundaries of District (herein defined), and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"); and

Buena Lago Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**Grantee**" or "**District**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, and more particularly below ("Property"):

Tract L2-R (Stormwater Pond), Buena Lago Phase 5, as recorded in Plat Book _____, Pages _____, of the Official Records of Osceola County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under

Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

**FORESTAR (USA) REAL ESTATE GROUP
INC.**

By: _____
Name: _____
Address: _____

By: _____
Name: James D. Allen
Title: Executive Vice President

By: _____
Name: _____
Address: _____

**STATE OF TEXAS
COUNTY OF TARRANT**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by James D. Allen, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Special Warranty Deed that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Special Warranty Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Special Warranty Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "**AS IS, WHERE IS, AND WITH ALL FAULTS**". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases,

discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Special Warranty Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Special Warranty Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term “*Claim*” or “*Claims*” means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit “A”, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term “*Grantee Affiliate*” or “*Grantee Affiliates*” means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity’s and Grantee’s employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term “*Grantee Party*” or “*Grantee Parties*” means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “Grantor Party” or “Grantor Parties” means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc., and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.,

(g) GRANTEE’S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS SPECIAL WARRANTY DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE’S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR’S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR’S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS SPECIAL WARRANTY DEED.

(h) Sovereign Immunity. Regardless of anything in the Special Warranty Deed, or herein, to the contrary, nothing in the Special Warranty Deed, or herein, shall be deemed to waive the Grantee’s limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[BUENA LAGO PHASE 5]**

THIS EASEMENT AGREEMENT is made and entered into this ___ day of _____, 2024, by and among:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 (“**Developer**”); and

Buena Lago Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 (“**Association**”); and

Buena Lago Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 (“**District**” or “**Grantee**”).

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, “**Easement Areas**”) for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

NOW THEREFORE, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled “**Drainage Easements**” and “**Drainage and Utility Easements,**” as identified on the plat entitled, *Buena Lago Phase 5*, as recorded at Plat Book ___, Pages __ - __, of the Official Records of Osceola County, Florida; and

3. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle each other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. **Public Records.** Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions

of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

**FORESTAR (USA) REAL ESTATE GROUP
INC.**

By: _____
Name: _____
Address: _____

By: _____
Name: James D. Allen
Title: Executive Vice President

By: _____
Name: _____
Address: _____

**STATE OF TEXAS
COUNTY OF TARRANT**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by James D. Allen, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

**BUENA LAGO HOMEOWNERS'
ASSOCIATION, INC.**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as _____ of Buena Lago Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

WITNESSES

**BUENA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as _____ of the Buena Lago Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

11

Memorandum

To: Board of Supervisors

From: District Management

Date: September 19, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2024**

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2024**

	General Fund	Debt Service Fund Series 2022	Debt Service Fund Series 2024	Capital Projects Fund Series 2022	Capital Projects Fund Series 2024	Total Governmental Funds
ASSETS						
Cash	\$ 43,573	\$ -	\$ -	\$ -	\$ -	\$ 43,573
Investments						
Revenue	-	137,013	-	-	-	137,013
Reserve	-	74,496	153,496	-	-	227,992
Capitalized interest	-	2	64,231	-	-	64,233
Construction	-	-	-	77	-	77
Cost of issuance	-	-	5,925	-	-	5,925
Due from general fund	-	6,330	-	-	-	6,330
Total assets	<u>\$ 43,573</u>	<u>\$ 217,841</u>	<u>\$ 223,652</u>	<u>\$ 77</u>	<u>\$ -</u>	<u>\$ 485,143</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Due to Landowner	1,475	3,324	-	-	-	4,799
Due to debt service fund	6,330	-	-	-	-	6,330
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>13,805</u>	<u>3,324</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,129</u>
Fund balances:						
Restricted						
Debt service	-	214,517	223,652	-	-	438,169
Capital projects	-	-	-	77	\$ -	77
Unassigned	29,768	-	-	-	-	29,768
Total fund balances	<u>29,768</u>	<u>214,517</u>	<u>223,652</u>	<u>77</u>	<u>-</u>	<u>468,014</u>
Total liabilities and fund balances	<u>\$ 43,573</u>	<u>\$ 217,841</u>	<u>\$ 223,652</u>	<u>\$ 77</u>	<u>\$ -</u>	<u>\$ 485,143</u>

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 4	\$ 121,042	\$ 120,631	100%
Landowner contribution	-	-	44,925	0%
Total revenues	<u>4</u>	<u>121,042</u>	<u>165,556</u>	73%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	40,000	48,000	83%
Legal	168	7,590	25,000	30%
Engineering	1,220	5,820	2,000	291%
Audit	-	4,800	4,900	98%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	84	833	2,000	42%
EMMA software service	-	1,000	-	N/A
Trustee	-	-	11,000	0%
Telephone	17	167	200	84%
Postage	11	95	500	19%
Printing & binding	42	417	500	83%
Legal advertising	155	5,754	3,500	164%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	6,050	86%
Contingencies/bank charges	81	452	500	90%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,778</u>	<u>73,218</u>	<u>105,990</u>	69%
Field operations and maintenance				
Field operations manager	200	2,000	2,400	83%
Landscape contract labor	868	7,812	37,000	21%
Insurance: property	-	-	7,000	0%
Backflow prevention test	-	-	150	0%
Tree trimming	-	-	2,500	0%
Signage	-	-	2,500	0%
General maintenance	-	-	1,000	0%
Aquatic controls - ponds	495	5,445	4,500	121%
Total field operations	<u>1,563</u>	<u>15,257</u>	<u>57,050</u>	27%
Other fees & charges				
Property appraiser	-	378	-	N/A
Tax collector	-	2,418	2,513	96%
Total other fees & charges	<u>-</u>	<u>2,796</u>	<u>2,513</u>	111%
Total expenditures	<u>7,341</u>	<u>91,271</u>	<u>165,553</u>	55%
Excess/(deficiency) of revenues over/(under) expenditures	(7,337)	29,771	3	
Fund balances - beginning	37,105	(3)	-	
Fund balances - ending	<u>\$ 29,768</u>	<u>\$ 29,768</u>	<u>\$ 3</u>	

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 11	\$ 305,311	\$ 304,328	100%
Interest	850	11,046	-	N/A
Total revenues	<u>861</u>	<u>316,357</u>	<u>304,328</u>	104%
EXPENDITURES				
Principal	-	70,000	70,000	100%
Interest	-	227,200	227,200	100%
Total debt service	<u>-</u>	<u>297,200</u>	<u>297,200</u>	100%
Other fees & charges				
Tax collector	-	6,100	6,340	96%
Total other fees and charges	<u>-</u>	<u>6,100</u>	<u>6,340</u>	96%
Total expenditures	<u>-</u>	<u>303,300</u>	<u>303,540</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	861	13,057	788	
Fund balances - beginning	<u>213,656</u>	<u>201,460</u>	<u>268,316</u>	
Fund balances - ending	<u><u>\$ 214,517</u></u>	<u><u>\$ 214,517</u></u>	<u><u>\$ 269,104</u></u>	

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ -	\$ 304,328	0%
Total revenues	<u>-</u>	<u>-</u>	<u>304,328</u>	0%
EXPENDITURES				
Principal	-	-	70,000	0%
Interest	-	-	227,200	0%
Cost of issuance	156,630	156,630	-	N/A
Underwriters discount	71,438	71,438	-	N/A
Total debt service	<u>228,068</u>	<u>228,068</u>	<u>297,200</u>	77%
Other fees & charges				
Tax collector	-	-	6,340	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>6,340</u>	0%
Total expenditures	<u>228,068</u>	<u>228,068</u>	<u>303,540</u>	75%
Excess/(deficiency) of revenues over/(under) expenditures	(228,068)	(228,068)	788	
OTHER FINANCING SOURCES/(USES)				
Bond proceeds	455,617	455,617	-	N/A
Original issue discount	(3,897)	(3,897)	-	N/A
Total other financing sources	<u>451,720</u>	<u>451,720</u>	<u>-</u>	N/A
Net change in fund balances	<u>223,652</u>	<u>223,652</u>	<u>788</u>	
Fund balances - beginning	-	-	268,316	
Fund balances - ending	<u>\$ 223,652</u>	<u>\$ 223,652</u>	<u>\$ 269,104</u>	

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 77
Total revenues	-	77
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	77
Net change in fund balances	-	77
Fund balances - beginning	77	-
Fund balances - ending	\$ 77	\$ 77

**BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Capital outlay	4,054,383	4,054,383
Total expenditures	4,054,383	4,054,383
Excess/(deficiency) of revenues over/(under) expenditures	(4,054,383)	(4,054,383)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	4,054,383	4,054,383
Total other financing sources/(uses)	4,054,383	4,054,383
Net change in fund balances	-	-
Fund balances - beginning	-	-
Fund balances - ending	\$ -	\$ -

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
BUENA LAGO
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Buena Lago Community Development District held a Public Hearing and Regular Meeting on July 18, 2024 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Shelley Kaercher	Chair
Chris Tyree	Vice Chair
Robyn Bronson	Assistant Secretary
Ayden Williams	Assistant Secretary

Also present:

Daniel Rom	District Manager
Kristen Thomas	Wrathell Hunt and Associates LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Mark Hills	Field Operations

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:30 a.m. Supervisors Kaercher, Tyree, Williams and Bronson were present. Supervisor Van Auker was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Public Hearing to Consider the Adoption of the Fiscal Year 2024/2025 Budget

A. Proof/Affidavit of Publication

B. Consideration of Resolution 2024-13, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

38 Mr. Rom presented Resolution 2024-13. He reviewed the proposed Fiscal Year 2025
39 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024
40 budget, and explained the reasons for any changes.

41

42 **On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the**
43 **Public Hearing was opened.**

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45

46 No affected property owners or members of the public spoke.

47

48 **On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, the**
49 **Public Hearing was opened.**

50

51 **On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor,**
52 **Resolution 2024-13, Relating to the Annual Appropriations and Adopting the**
53 **Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September**
54 **30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was**
55 **adopted.**

56

57

58 **FOURTH ORDER OF BUSINESS**

59 **Consideration of Resolution 2024-14,**
60 **Making a Determination of Benefit and Imposing Special Assessments for Fiscal**
61 **Year 2024/2025; Providing for the**
62 **Collection and Enforcement of Special**
63 **Assessments, Including but Not Limited to**
64 **Penalties and Interest Thereon; Certifying**
65 **an Assessment Roll; Providing for**
66 **Amendments to the Assessment Roll;**
67 **Providing a Severability Clause; and**
68 **Providing an Effective Date**

69

70 Mr. Rom presented Resolution 2024-14.

71

72 **On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor,**
73 **Resolution 2024-14, Making a Determination of Benefit and Imposing Special**
74 **Assessments for Fiscal Year 2024/2025; Providing for the Collection and**
75 **Enforcement of Special Assessments, Including but Not Limited to Penalties and**
76 **Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to**
77 **the Assessment Roll; Providing a Severability Clause; and Providing an Effective**
78 **Date, was adopted.**

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FIFTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of May 31, 2024**

On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the Unaudited Financial Statements as of May 31, 2024, were accepted.

SIXTH ORDER OF BUSINESS **Approval of June 20, 2024 Regular Meeting Minutes**

On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the June 20, 2024 Regular Meeting Minutes, as presented, were approved.

SEVENTH ORDER OF BUSINESS **Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: Dewberry Engineers, Inc.**
There were no District Counsel or District Engineer reports.
- C. District Manager: Wrathell, Hunt and Associates, LLC**
 - NEXT MEETING DATE: August 15, 2024 at 10:30 AM**
 - QUORUM CHECK**

The next meeting will be on August 15, 2024, unless cancelled.

EIGHTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

NINTH ORDER OF BUSINESS **Public Comment**

No members of the public spoke.

TENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the meeting adjourned at 10:35 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

BUENA LAGO

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

BUENA LAGO COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024	Regular Meeting	10:30 AM*
November 5, 2024	Landowners' Meeting	1:00 PM
November 21, 2024	Regular Meeting	10:30 AM*
December 19, 2024	Regular Meeting	10:30 AM*
January 16, 2025	Regular Meeting	10:30 AM*
February 20, 2025	Regular Meeting	10:30 AM*
March 20, 2025	Regular Meeting	10:30 AM*
April 17, 2025	Regular Meeting	10:30 AM*
May 15, 2025	Regular Meeting	10:30 AM*
July 17, 2025	Regular Meeting	10:30 AM*
August 21, 2025	Regular Meeting	10:30 AM*
September 18, 2025	Regular Meeting	10:30 AM*

**Meetings will commence at 10:30 a.m., or immediately following the adjournment of the Harmony West Community Development District meetings.*